# NOTICE OF MEETING AND
# BOARD OF ALDERMEN AGENDA

## CITY OF OSAGE BEACH
## *BOARD OF ALDERMEN MEETING*

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

**TENTATIVE AGENDA**

## REGULAR MEETING

**August 15, 2024 - 5:30 PM**
**CITY HALL**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CITIZEN'S COMMUNICATIONS**

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

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

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

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

**APPROVAL OF CONSENT AGENDA**

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

3 Minutes of Board of Aldermen meeting July 17, 2024 and August 1, 2024

3 Bills List - August 15, 2024

3 New Liquor Licenses Smokin Jones BBQ

**UNFINISHED BUSINESS**

3 A. Bill 24-50 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.170; Location Containers. *Second Reading*

3 B. Bill 24-54 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to a contract with Construction Concepts corporation for the Well House Repairs project for an amount not to exceed $176,744.00. *Second Reading*

**NEW BUSINESS**

3 A. Presentation - Public Works organizational assessment, key findings and recommendations by Raftelis.

3 B. Resolution 2024-05 - A resolution of the City of Osage Beach, Missouri, approving an additional Transportation Project with respect to the Prewitt Point Transportation Development District; and authorizing certain actions in connection therewith.

3 C. Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

3 D. Motion to approve construction of a Dog Park in Osage Beach City Park and funding to purchase Dog Park Amenities not to exceed $12,606.

**STAFF COMMUNICATIONS**

3 A. Staff Department Update List 8/15/2024

**MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS**

**ADJOURN**

**City of Osage Beach**
**Agenda Item Summary**

**Date of Meeting:** August 15, 2024
**Originator:** Tara Berreth, City Clerk
**Presenter:** Tara Berreth, City Clerk

**Agenda Item:**
Bill 24-50 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 235 Sections 235.170; Location Containers. *Second Reading*

**Requested Action:**
Second Reading of Bill #24-50

**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:**
No

**Budgeted Item:**
Not Applicable

**Budget Line Information (if applicable):**
Not Applicable

**Department Comments and Recommendation:**
On April 6, 2023, the Board approved Ordinance 23-16 with a floor amendment. The amendment was missed when sending for final codification.

**City Attorney Comments:**
Per City Code 110.230, Bill 24-50 is in correct form.

**City Administrator Comments:**
I concur with the department's recommendation.

**City of Osage Beach**
**Agenda Item Summary**

| | |
|---|---|
| **Date of Meeting:** | August 15, 2024 |
| **Originator:** | Mike Welty, Assistant City Administrator |
| **Presenter:** | Zak Wilber, Public Works Operations Manager |

**Agenda Item:**
Bill 24-54 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to a contract with Construction Concepts corporation for the Well House Repairs project for an amount not to exceed $176,744.00. *Second Reading*

**Requested Action:**
Second Reading of Bill #24-54

**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: 30-00-774269 Tower and Well Improvements

| | |
|---|---|
| FY2024 Budgeted Amount: | $451,700 |
| FY2024 Expenditures to Date (07/23/24): | ($ 32,938 ) |
| FY2024 Available: | $418,762 |
| | |
| FY2024 Requested Amount: | $176,744 |

**Department Comments and Recommendation:**
This project was bid out in early June and bids were opened on 07/09/2024. The City only received one bid from Construction Concepts. This contractor was recently awarded the contract for the park bathroom project, so their reference had already been checked. This project replaces the roofs and doors on all of our well-houses except the newest one. In addition to the base bid, Public Work would like to include add alternate #4 and #5 as these two are the ones in the worst condition.

The construction budget for this project is $178,000, so this project is within budget.

I recommend approval.

**City Attorney Comments:**
Per City Code 110.230, Bill 24-54 is in correct form.

**City Administrator Comments:**
I concur with the department's recommendation.

**City of Osage Beach**
**Agenda Item Summary**

| | |
|---|---|
| **Date of Meeting:** | August 15, 2024 |
| **Originator:** | Zak Wilber, Public Works Operations Manager |
| **Presenter:** | Zak Wilber, Public Works Operations Manager |

**Agenda Item:**
Presentation - Public Works organizational assessment, key findings and recommendations by Raftelis.

**Requested Action:**
Presentation

**Ordinance Referenced for Action:**
Not Applicable

**Deadline for Action:**
None

**Budgeted Item:**
Not Applicable

**Budget Line Information (if applicable):**
Not Applicable

**Department Comments and Recommendation:**
At the November 16, 2023 Board of Alderman meeting, the board approved Raftelis to conduct an organizational assessment of Public Works. To complete this assessment, the project team engaged with 10 staff members from the Public Works Department, the Mayor, the City Administrator, the Assistant City Administrator, and an Alderman. The perspectives from staff and City leadership were combined with an analysis of available data and information related to current workloads and staff performance. When possible, this information was compared to best practices to define a series of recommendations for service enhancement. Overall, the assessment yielded several important conclusions.

**City Attorney Comments:**

**City Administrator Comments:**
Not Applicable

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**City of Osage Beach**
**Agenda Item Summary**

**Date of Meeting:** August 15, 2024
**Originator:** Tara Berreth, City Clerk
**Presenter:** Cole Bradbury, City Attorney

**Agenda Item:**
Resolution 2024-05 - A resolution of the City of Osage Beach, Missouri, approving an additional Transportation Project with respect to the Prewitt Point Transportation Development District; and authorizing certain actions in connection therewith.

**Requested Action:**
Resolution #2024-05

**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:**
Recommend Adoption to facilitate the consideration of the Prewitt Point Project

**City Attorney Comments:**
Per City Code 110.230, Resolution 2024-05 is in correct form.

**City Administrator Comments:**
I concur with the department's recommendation.

**Exhibit B**
**Transportation Project Agreement**

## TRANSPORTATION PROJECT AGREEMENT

**THIS TRANSPORTATION PROJECT AGREEMENT** (this "Agreement") is made and entered into as of September ___, 2024, by and between the **CITY OF OSAGE BEACH, MISSOURI,** a fourth-class city and political subdivision of the State of Missouri (the *"City"*), and the **PREWITT POINT TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the *"TDD"* and collectively with the City, the *"Parties"*).

## RECITALS:

**A.** On August 22, 2003, the Circuit Court of Miller County, Missouri, entered its Amended Findings, Conclusions and Judgment establishing the TDD.

**B.** On July 30, 2024, the Board of Directors of the TDD adopted a resolution authorizing the TDD to execute this Agreement.

**C.** On September 5, 2024, the Board of Aldermen of the City adopted a resolution authorizing the City to execute this Agreement.

## AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

**Section 1. Definitions.** As used in this Agreement and unless otherwise defined herein, the following words and terms shall have the following meanings:

*"Certificate of Substantial Completion"* means a document, substantially in the form of **Exhibit B** attached hereto, upon the City's written acceptance thereof, will evidence the TDD's satisfaction of all obligations and covenants to complete the TDD Project. The Certificate of Substantial Completion does not constitute the City's acceptance of any dedication of the City Portion of the TDD Project.

*"City"* means the City of Osage Beach, Missouri.

*"City Portion of the TDD Project"* means the portion of the TDD Project that will be dedicated to the City upon completion (provided it is completed to the City's generally applicable standards for accepting dedication of public improvements), and generally consisting of improvements to Bradford Drive and the improvement or construction of other City streets.

*"County"* means Miller County, Missouri.

*"Financing Obligations"* means the reimbursement, financing or refinancing of Reimbursable TDD Project Costs as set forth in **Section 8**, including the reimbursement payments described in **Section 8(b)**.

*"MHTC"* means the Missouri Highways and Transportation Commission or successor agency of the State.

*"Reimbursable TDD Project Costs"* shall have the meaning set forth in **Section 8(a)**.

*"State"* means the State of Missouri.

*"TDD"* means the Prewitt Point Transportation Development District and its successors and assigns.

*"TDD Act"* means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

*"TDD Easement"* means an easement in favor of the TDD granted by any developer selected by the TDD to complete any portion of the TDD Project, permitting public access to parking lots and certain other improvements constructed as part of the TDD Project (and not otherwise dedicated to the City, the County or the State).

*"TDD Project"* means, collectively, the projects described on **Exhibit A** attached hereto.

**Section 1. Authority of the City.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**Section 2. Authority of the TDD.** The TDD has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

**Section 3. TDD Sales Tax.** The TDD currently imposes a one percent (1.00%) transportation development district sales tax (the *"TDD Sales Tax"*) on all taxable sales occurring within the boundaries of the TDD. The TDD Sales Tax expires on December 31, 2040.

**Section 4. Continuing Existence of the TDD.** The TDD will not take any action to dissolve the TDD or reduce the rate of the TDD Sales Tax until the Financing Obligations payable from TDD Sales Tax revenues are satisfied, unless otherwise consented to by the City (unless the term of the TDD expires while Financing Obligations are outstanding, in which case the TDD may take appropriate action to wind up its affairs).

**Section 5. TDD Administration.** To ensure proper administration of the TDD, the TDD shall engage Lathrop GPM LLP or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Board of Directors of the TDD to administer the affairs of the TDD.

**Section 6. Construction of the TDD Project.**

(a) Subject to compliance with all applicable laws, regulations, permits and governmental approvals, the TDD shall obtain, or shall cause any contractor selected by the TDD to complete any portion of the TDD Project to obtain, all inspections, tests and reports as it deems necessary, and shall hire and retain all experts, professionals, and staff, and enter into one or more construction contracts to complete the TDD Project. The TDD Project shall be completed in a good and workmanlike manner in accordance with all applicable laws and regulations.

(b) The City and its duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than three business days' prior written notice, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the TDD Project.

(c) All construction contracts for the TDD Project entered into by or on behalf of the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the TDD Project.

(d) The TDD shall obtain or cause to be obtained all necessary governmental approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to use its best efforts to process and consider all applications for the governmental approvals promptly as received.

(e) The TDD shall comply, or shall cause any contractor selected by the TDD to complete any portion of the TDD Project to comply, with all federal, state and local laws relating to the construction of the TDD Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the TDD Project or portions thereof.

**Section 7. Certificate of Substantial Completion.** Promptly after substantial completion of the TDD Project, the TDD shall furnish a Certificate of Substantial Completion to the City. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to accept or reject the Certificate of Substantial Completion in writing within such 45-day period, then the TDD shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the TDD Project or portions thereof have not been completed in reasonable accordance with the provisions of this Agreement and what reasonable measures or acts must be taken or performed, in the reasonable opinion of the City, to obtain such acceptance.

**Section 8. Financing of the TDD Project.**

(a) In order to be reimbursed for costs of the TDD Project, any developer selected by the TDD to complete portions of the TDD Project shall, no more frequently than quarterly, provide to the TDD an accounting of all costs advanced on behalf of the TDD to construct the applicable portion of the TDD Project accompanied by a statement rendered by legal counsel stating that such costs are eligible to be paid or reimbursed from TDD Sales Tax revenues pursuant to the TDD Act (the *"Reimbursable TDD Project Costs"*).

(b) Following receipt of the submittals described in (a) above and any additional information reasonably requested by the TDD to verify the submittals, the TDD shall use all TDD Sales Tax revenues to reimburse the submitting party for Reimbursable TDD Project Costs.

(c) The reimbursement payments described above shall be made at such times and intervals as reasonably determined by the TDD (each, a "*Payment Date*") until the earlier of (i) the date upon which the submitting party has been fully reimbursed for Reimbursable TDD Project Costs plus accrued interest as described below, or (ii) the expiration or earlier dissolution of the TDD. Interest shall accrue on the Reimbursable TDD Project Costs at a rate equal to the lesser of (1) the U.S. Prime Rate published in The Wall Street Journal plus three percent (3.0%) per annum (based on a 30/360 basis) (but in no event lower than seven percent (7.0%)) or (2) the maximum interest rate permitted by State law (currently ten percent (10%)), beginning as of the date that such Reimbursable TDD Project Costs are approved by the TDD, with interest compounding on each Payment Date thereafter.

**Section 9. Approval, Maintenance and Transfer of City Portion of the TDD Project.**

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the City Portion of the TDD Project; provided, however, nothing herein shall be construed to require that the City accept dedication of any component of the City Portion of the TDD Project unless it has reviewed the plans and specifications for such part of the TDD Project and confirmed that construction of such part of the TDD Project was completed in accordance with the plans and specifications provided to the City and all generally applicable requirements for the City's acceptance of dedications of public improvements.

(b) Upon completion of the City Portion of the TDD Project, the TDD shall (i) subject to subsection (a) above, dedicate all components of the City Portion of the TDD Project to be maintained as City rights-of-way to the City (which shall be maintained by the City in the same manner as other City rights-of-way) and (ii) enter into the TDD Easement for any component of the City Portion of the TDD Project outside of the City rights-of-way (which easement(s) shall (A) provide for non-exclusive, general public access to, from or over such component(s), subject to reasonable time, place and manner restrictions, (B) be for the useful life of the applicable component(s), and (C) require the TDD to maintain the component(s) from TDD Sales Tax revenues, with the anticipated costs of maintaining such component(s) to be included in the annual budgets of the TDD).

(c) Notwithstanding anything to the contrary contained herein, the Parties agree that the City may not accept the City Portion of the TDD Project for dedication until construction activities in the vicinity of the City Portion of the TDD Project have been substantially completed. The TDD acknowledges that it will be responsible for repairing any damage to the City Portion of the TDD Project, caused by construction traffic or otherwise, prior to dedication to the City.

**Section 10. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**Section 11. Waiver.** Either Party's failure at any time hereafter to require strict performance by the other Party of any provision of this Agreement shall not waive, affect or diminish any right of such Party thereafter to demand strict compliance and performance therewith.

**Section 12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**Section 13. No Partnership.** It is expressly understood that the Parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no Party shall be responsible for the conduct, warranties, guarantees,

acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

**Section 14. Further Acts.** The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

**Section 15. Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the Parties to this Agreement.

**Section 16. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the City and the TDD have caused this Agreement to be executed in their respective names, and the City and the TDD have caused their respective seals to be affixed hereto and attested, as of the date first above written.

**CITY OF OSAGE BEACH, MISSOURI**

By: _____
Michael Harmison, Mayor

(SEAL)

Attest:

_____
Tara Berreth, City Clerk

**PREWITT POINT TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
_____, Chairperson

(SEAL)

Attest:

_____
_____, Secretary



61882374v3

## EXHIBIT A

## DESCRIPTION OF TDD PROJECT

The TDD Project includes:

(1) funding, promoting, planning, designing, constructing, improving, maintaining and operating (a) certain transportation improvements related to the extension and improvement of certain roads and streets to the east of Columbia Boulevard within the City and within the boundaries of, or outside of the boundaries of but serving and benefitting, the District, and the construction and improvement of any other interchanges, intersections, signing, signalization, parking lots, sidewalks, curbs, gutters and related extensions, improvements and infrastructure and any similar or related improvements or infrastructure, and (b) accompanying grading, drainage, pavement, curb, gutter, sidewalk, stormwater facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with item (a) above; and

(2) funding related engineering, design, maintenance, legal and lending fees and expenses in connection with items (1)(a) and (1)(b) above; and all costs necessary or incidental to plan, acquire, finance, develop, design and construct items in (1)(a) and (1)(b) above, including without limitation: (i) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (ii) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design, development, project or construction management or special services incurred; (iii) costs of acquisition, settlement and transfer of rights-of-way, easements, leases and other interests in real property; (iv) costs of demolition of buildings and improvements; the clearing, excavation, earthwork, backfill and grading of land; site preparation; utility relocation; erosion, drainage and storm water control; storm sewers; and waterproofing; (v) costs of relocation necessitated by the County and/or the City's relocation plan; (vi) traffic generation assessments imposed by the County and/or the City; (vii) costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancements, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, and other costs of issuance; (viii) costs of insurance, performance bonds and guarantees; (ix) costs of pavement, curbs, striping, gutters, sidewalks, pavers, landscaping, planters, tree grates, irrigation and water features, bicycle racks, pedestrian benches, canopies, street lighting, retaining walls, shoring and piers, handrails, guardrails and other railing, including without limitation any architectural or decorative treatments related to such items; and (x) costs of construction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization and optimization thereof, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, light rail or other mass transit and any similar or related improvement or infrastructure, all within the boundaries of the City.

**EXHIBIT B**

**FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

Certificate of Substantial Completion

The undersigned, on behalf of the Prewitt Point Transportation Development District (the *"TDD"*), pursuant to that certain Transportation Project Agreement dated as of _____ ___, 2024, between the City of Osage Beach, Missouri (the "*City*") and the TDD (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of _____, 20___, the TDD Project has been substantially completed in a good and workmanlike manner and in accordance with the Agreement.

2. Lien waivers for the TDD Project have been obtained.

3. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the TDD Project has been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued to the City in accordance with the Agreement to evidence the TDD's satisfaction of all obligations and covenants related to the completion of the TDD Project.

5. The City's acceptance (below) or the City's failure to object in writing to this Certificate of Substantial Completion within the timeframes specified in Section 7 of the Agreement (which written objection, if any, must be delivered to the TDD prior to the end of such period) shall evidence the satisfaction of the TDD's agreements and covenants to complete the TDD Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

_____

By: _____
Name:
Its:

ACCEPTED:

**CITY OF OSAGE, MISSOURI**

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description if recording)

**City of Osage Beach**
**Agenda Item Summary**

**Date of Meeting:** August 15, 2024
**Originator:** Tara Berreth, City Clerk
**Presenter:** Tara Berreth, City Clerk

**Agenda Item:**
Bill 24-55 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

**Requested Action:**
First Reading of Bill #24-55

**Ordinance Referenced for Action:**
MEC (Missour Ethic Commission), specifically RSMo Chapter 105, requires re-adoption by the City. Board of Aldermen approval required approval required per Section 110.230. Ordinances, Resolutions, Etc. - Generally and Section 110.240 Adoption of Ordinances.

**Deadline for Action:**
Yes, the current Ordinance on file with MEC is set to expire on September 15, 2024.

**Budgeted Item:**
Not Applicable

**Budget Line Information (if applicable):**
Not Applicable

**Department Comments and Recommendation:**
The re-adoption of our Chapter 120-Conflicts of Interest is required by MEC (Missouri Ethics Commission) in order for all elected, appointed officials, and decision-making personnel, as well as candidates for public office, to avoid the requirement of filing Personal Finance Disclosure Sates (Long Form).

**City Attorney Comments:**
Per City Code 110.230, Bill 24-55 is in correct form.

**City Administrator Comments:**
I concur with the department's recommendation.

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BILL NO. 24-55 ORDINANCE NO. 24.55

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. The follow sections of the Osage Beach Municipal Code are hereby reenacted and readopted as set for the below:

Section 120.010 Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020 Conflicts of Interest.

a. All elected and appointed officials as well as employees of the City must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.

b. If the Mayor or any member of the Board of Aldermen has a "substantial personal or private interest" in any measure, bill, order or ordinance proposed or pending before the Board, he or she must disclose that interest to the City Clerk and such disclosure shall be recorded in the City's records. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of $10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of $5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 120.030 Disclosure Reports. Each elected official, candidate for elective office, the City Administrator, and the City Attorney shall disclose the following information by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487 if any such transactions occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City.

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.

c. The City Administrator and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, the following information for the previous calendar year:
    1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
    2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
    3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 120.040 Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
    1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31of the covered year until the date of filing of the financial interest statement.
    2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
    3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for
    4. candidacy.

a. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 120.060. Time Limit. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.55 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 24.55.

_____

Michael Harmison, Mayor

_____

Date

ATTEST:

_____

Tara Berreth, City Clerk

**City of Osage Beach**
**Agenda Item Summary**

| | |
|---|---|
| **Date of Meeting:** | August 15, 2024 |
| **Originator:** | Frederick Gregory, Parks and Recreation Manager |
| **Presenter:** | Frederick Gregory, Parks and Recreation Manager |

**Agenda Item:**
Motion to approve construction of a Dog Park in Osage Beach City Park and funding to purchase Dog Park Amenities not to exceed $12,606.

**Requested Action:**
Motion to Approve

**Ordinance Referenced for Action:**

135.020 3. B. (2). (b) All other increases in capital account line items shall be approved by the Board of Aldermen in the form of an amendment to the budget ordinance.

**Deadline for Action:**
Yes - We would like to get this installed by the the end of year, maybe by fall fest.

**Budgeted Item:**
No - Will use funds allocated for pickleball courts.

**Budget Line Information (if applicable):**
Budget Line Item/Title: 10-10-773278 Park Improvements

| | |
|---|---|
| FY202X Budgeted Amount: | $472,600 |
| FY202X Expenditures to Date (09/07/24): | ($ 53,375 ) |
| FY202X Available: | $414,225 |
| | |
| FY202X Requested Amount: | $12,606 |

**Department Comments and Recommendation:**
Lowe's has recently offered to fund $50,000 in fencing materials to be used to construct a large dog park on Soccer Field #3 in City Park. In addition, Lowe's will provide volunteer employees from the local store to assist park staff with construction of the Dog Park. If approved, we also plan to utilize the inmate crew when they are available.

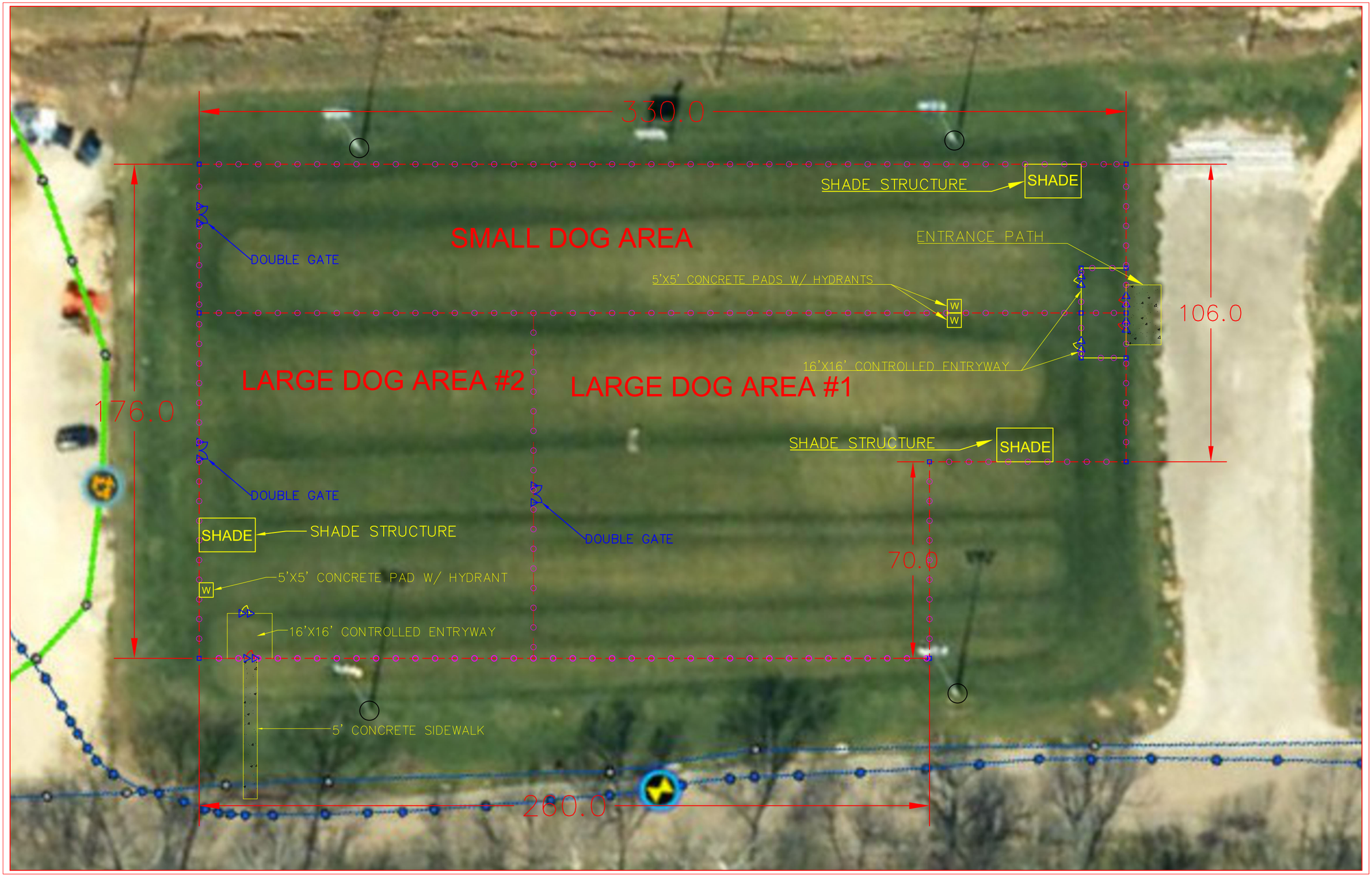
Attached is a list of materials and photos that will be needed to construct amenities for the Dog Park, (water spigots, shade features, sidewalks, etc.).

It should be noted that the $12,000 to be used for amenities will come from the Park Improvement fund that was originally allocated for Pickleball Courts. No budget adjustment will be necessary.

I recommend approval.

**City Attorney Comments:**

**City Administrator Comments:**
I would recommend the Mayor and Board to consider removing the second entrance off of Hatchery Road. This would be an immediate cost savings but could be added at a later date if it is determined that it is needed.


330.0
SHADE STRUCTURE
SHADE
SMALL DOG AREA
ENTRANCE PATH
DOUBLE GATE
5'X5' CONCRETE PADS W/ HYDRANTS
W
W
106.0
16'X16' CONTROLLED ENTRYWAY
LARGE DOG AREA #2
LARGE DOG AREA #1
176.0
SHADE STRUCTURE
SHADE
DOUBLE GATE
DOUBLE GATE
SHADE
SHADE STRUCTURE
70.0
5'X5' CONCRETE PAD W/ HYDRANT
W
16'X16' CONTROLLED ENTRYWAY
5' CONCRETE SIDEWALK
260.0

| Material | Quantity | Units | Order | Description | UNIT PRICE | COST |
|---|---|---|---|---|---|---|
| FAST SET CONCRETE MIX 50 LB | 56.0 | EA | 168 | Bags of concrete water pads | $ 6.00 | $ 1,008.00 |
| FAST SET CONCRETE MIX 50 LB | 215.0 | EA | 215.0 | 5' SIDEWALK | $ 6.00 | $ 1,290.00 |
| FAST SET CONCRETE MIX 50 LB | 400.0 | EA | 400.0 | 12'X20' ENTERANCE PATH | $ 6.00 | $ 2,400.00 |
| FROST FREE WATER HYDRANTS | 2.0 | EA | 3 | | $ 150.00 | $ 450.00 |
| HYDRANT INSTALL | 1.0 | LS | 1 | $1,200.00 | $ 1,200.00 | $ 1,200.00 |
| MISC. - CONTINGENCY | 1.0 | LS | 1 | $1,000.00 | $ 1,000.00 | $ 1,000.00 |
| TREATED LUMBER FOR DOG OBSTICALES | 1.0 | LS | 1 | $1,000.00 | $ 1,000.00 | $ 1,000.00 |
| 3 Rustic Gazebos | 5.0 | EA | 3.0 | SEE PICTURE | $ 500.00 | $ 1,500.00 |
| Pipe for Dog obsticals | | | 1.0 | | $ 700.00 | $ 700.00 |
| FAST SET CONCRETE MIX 50 LB | 343.0 | EA | 343.0 | 3x shade feature pad 8'x12' | $ 6.00 | $ 2,058.00 |
| | | | | | **TOTAL** | **$ 12,606.00** |

TRAIL MAP

Mayor / Board of Aldermen
DEPARTMENT UPDATE LIST – As of August 15, 2024

- Camden County Road Property Tax Questions *(City Treasurer, K Bell/City Attorney, Cole Bradbury)*
    - Pending county audit report update.

- Guideline Evaluation
    - Design Guideline Revisions - Street Lights *(Asst. City Administrator, M Welty)*
        - Streetlights – Pending completion in coordination with the SS4A grant.
    - Incentive Guideline Revisions *(City Administrator)*
        - TBD.

- Personnel *(HR Generalist)*
    - Employee 360 Feedback Process
        - TBD.

- Project Updates / Related Budgeted Items Update
    - Sidewalk Master Plan *(Asst. City Administrator, M Welty)*
        - Pending completion in coordination with the SS4A grant.
    - Swiss Village Treatment Plan *(Public Works Department)*
        - Evaluation study complete; update to the Mayor and Board forthcoming in September 2024.
    - Tan Tar A Master Plan re: Infrastructure *(Asst. City Administrator, M Welty)*
        - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
    - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review *(City Attorney, C Bradbury / City Administrator)*
        - Remains in process/reconciling contract details; completion TBD.

*City Staff contact noted in parenthesis.*
- Notes estimated delivery/status.