

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 FAX 573/302-2039
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

September 19, 2019 - 6:00 PM
CITY HALL

***** **Note:** Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Agendas and packets are available on the back table and on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZENS' 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. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

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

*** Minutes of Regular Meeting of September 5, 2019

*** Bills List - September 19, 2019

UNFINISHED BUSINESS

- A. Bill 19-57 - An ordinance of the City of Osage Beach, Missouri, establishing selected fee reimbursement provision to encourage development of projects or property where traditional economic development tools are insufficient or inapplicable to adequately support or encourage the project.
- B. Bill 19-60 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Veteran's Day Parade 2019 Event Support Request.
- C. Bill 19-61 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I. Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations
- D. Bill 19-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-012 Woodland Shores Overlay to Capital Paving & Construction, LLC in an amount not to exceed \$9,988.20.
- E. Bill 19-64 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-013 Woodland Shores Trash Enclosure to Lake Central Fence, LLC in an amount not to exceed \$2,384.68.

NEW BUSINESS

- A. Bill 19-58 An ordinance of the City of Osage Beach, Missouri, amending the Human Resources System (Personnel) Rules and Regulations Chapter 125 Section 125.200. D. 3 Safety and Section 125.230. A. A Supplements policies - *First Reading*
- B. Bill 19-65 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-014 with Hessling Construction, Inc. for the Osage Beach Parkway Sidewalk Improvements, Phase 5, in an amount not to exceed \$177,486.09. *First and Second Reading*
- C. Bill 19-66 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to enter into a Cooperation Agreement with Lake of the Ozarks Tri-County Lodging Association for a Destination Tournament Soccer Complex. *First Reading*
- D. Bill 19-67 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Amendment #2 to the State Block Grant Agreement for the Grand Glaize Airfield Pavement Maintenance and Installation of Hold Sign, Project 17-045A-1 with the Missouri Highway and Transportation Commission. *First and Second Reading*
- E. Motion to change the date of the October 17, 2019 Board of Aldermen meeting to October 24, 2019.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION

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

ADJOURN

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 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 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

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, September 5, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Richard Ross, Alderman Tyler Becker, Alderman Kevin Rucker, Alderman Greg Massey, Alderman Phyllis Marose and Alderman Tom Walker. Dorothy Urlicks, Deputy City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

Mayor Olivarri stated that on August 27th & 28th the City Administrator, Public Works Director, Parks Manager, myself, Jim Divincen, Administrator of Tri County Lodging Association and Tim Jacobson from Convention & Visitors Bureau met with the managers of 5 soccer complexes, 4 in St Louis area and 1 in Illinois. We also toured a complex that was under construction and spoke with contractors. Our goal is to be ready when the voters approve the lodging tax increase so we can be start a design/build process with the knowledge that exceeds the traveling tournament families expectations and is also a community and lake area access friendly.

CITIZENS' COMMUNICATIONS

David Zerrer spoke regarding Autumn Lane road conditions of the gravel area of his road. The rain keeps washing out the gravel, the city has from time to time put gravel down. We are very hopeful that the City will join with the Special Road District to make improvements and added that he hopes it can happed quickly.

Dan Calvino feels that if the Lodging Association want to use their money to build a soccer field, let them. It should not be a burden on the taxpayer. He added that he thought it was the responsibility of the City Council to bring in business. This side of town looks like a ghost town. He also stated the Case Road ls being undermined the sides of the roads are washing out and the blacktop will start to crack. Still nothing has been done about the bridge approach, you have to come to almost a complete stop. Nick Edelman explained that MoDot owns the bridge.

APPROVAL OF CONSENT AGENDA

- ▶ Minutes of Board of Aldermen meeting August 15, 2019
- ▶ Bills List September 5, 2019

Alderman Marose made a motion to approve the Consent Agenda (Minutes -August 15, 2019 and Bills List-September 5, 2019). This motion was seconded by Alderman Massey. Motion passes unanimously.

NEW BUSINESS

Resolution 2019-03 - A resolution of the City of Osage Beach, Missouri Board of Aldermen, repealing Resolution 2018-03 that allowed the City to enter into a single trash collection service within the City concerning the provision of commercial and residential trash service, repealing the previously served notice of Resolution 2018-03 pursuant to Section 260.247 RSMo.

Alderman Rucker made a motion to approve Resolution 2019-03 - A resolution of the City of Osage Beach, Missouri Board of Aldermen, repealing Resolution 2018-03 that allowed the City to enter into a single trash collection service within the City concerning the provision of commercial and residential trash service, repealing the previously served notice of Resolution 2018-03 pursuant to Section 260.247 RSMo. This motion was seconded by Alderman Marose. A roll call vote was taken Ayes: Alderman Becker, Alderman Rucker and Alderman Marose. Nays: Alderman Massey, Alderman Walker and Alderman Ross. Mayor Olivarri broke the tie with an

Aye vote. Motion passes.

Motion to approve contribution of funds for operation and maintenance of the Welcome Garden and the Lake of the Ozarks Welcome Sign.

The Welcome Garden is located at the City Limits, the entrance into the City when coming into town from west bound Hwy 54. The Lake of the Ozarks Welcome Sign is also on that side of town. This request is for funds for support of the operation and maintenance of both areas, which is maintained by the Lake Area Chamber of Commerce. The past two year's expenses paid by the chamber was ~ 2017 - \$2,489.58, ~ 2018 - \$6,257.57. Expenses include monthly electric costs, light maintenance and repair. Other maintenance is provided by in-kind sources, i.e. landscaping, pest control, etc. In 1998 the City of Osage Beach and the City of Lake Ozark pledged \$5,000 each for the Welcome Garden. The City has contributed to the maintenance of it; records show \$2,500 in 2006 was contributed. The City contributed \$5,000 in 2012 for the building of the Lake of the Ozarks Welcome Sign (Hollywood Sign), and records show \$1,000 in 2016 was contributed for maintenance. Other contributors in 2016 for maintenance was the City of Lake Ozark, Camden County, Miller County, Ameren, TCLA, and various businesses within the community. Fundraising efforts are in process by the Lake Area Chamber of Commerce. A representative will be at the meeting to provide additional comments and answer questions. The amount of contribution is at the Board's discretion.

Alderman Walker made a motion to approve the contribution of funds in the amount of \$2,000 for operation and maintenance of the Welcome Garden and the Lake of the Ozarks Welcome Sign. This motion was seconded by Alderman Ross. Motion passes unanimously.

Motion to approve staff to work on Autumn Lane for the Osage Beach Special Road District (OBSRD).

The Osage Beach Special Road District has requested to use City Staff on part of the private portion of Autumn Lane. This work will be from the end of the City portion of Autumn Lane to the bottom of the hill. The residents on Autumn Lane have worked on this for a number of years. This project is estimated to be worked on during winter of 2019/2020. This project is estimated to take approximately 120 hours. We have worked with the Osage Beach Special Road District on many projects.

Alderman Massey made a motion to approve staff to work on Autumn Lane for the Osage Beach Special Road District (OBSRD). This motion was seconded by Alderman Marose. Motion passes unanimously.

Motion to approve staff to work on Cove Road for drainage improvements for the Osage Beach Special Road District (OBSRD).

The Osage Beach Special Road District would like to utilize the City's Public Works Department to design and inspect the Cove Road Drainage Improvements. Part of Cove Road is a private street. Some of the residents on the private street get storm water off of the City Street. The Osage Beach Special Road District would like to help out the private road portion by installing drainage improvements on the City's portion of the street. This project would be worked on during the winter of 2019/2020. This is estimated to take up to 40 total work hours. We have worked with the Osage Beach Special Road District on many projects.

Alderman Ross made a motion to approve staff to work on Cove Road for drainage improvements for the Osage Beach Special Road District (OBSRD). This motion was seconded by Alderman Becker. Motion passes unanimously

Bill 19-57

An ordinance of the City of Osage Beach, Missouri, establishing selected fee reimbursement provision to

encourage development of projects or property where traditional economic development tools are insufficient or inapplicable to adequately support or encourage the project.

This is a revised version of an ordinance presented on August 1, 2019. The primary change is the return of certain fees after the developer performs as promised. A red-line comparison between the original version and this version is attached for your reference.

Alderman Ross made a motion to approve the first of reading Bill 19-57. This motion was seconded by Alderman Marose. Motion passes unanimously.

Bill 19-58 An ordinance of the City of Osage Beach, Missouri, amending the Human Resources System (Personnel) Rules and Regulations Chapter 125 Section 125.200. D. 3 Safety and Section 125.230. A. A Supplements policies

Changes are needed to the Supplemental policies section of Chapter 125, the Information Technology Acceptable Use policy, the Safety Policy, and the Mobile Device policy in order to comply with MoDOT's buckle up phones down initiative. The changes presented here provide more direction concerning the rules that govern the use of mobile devices. They further prohibit the use of such devices while driving or operating equipment and provide clarity on use and the bac-up of devices while doing City business. There were also a few other minor changes and updates made to some of these policies to ensure that they clearly state the City's expectation.

Alderman Ross made a motion to set aside the first of reading Bill 19-58 until the next Board meeting with a hands free device modification. This motion was seconded by Alderman Marose. Motion passes unanimously.

Bill 19-59 - An ordinance of the City of Osage Beach, Missouri, amending the Municipal Code of the City of Osage Beach, Missouri by repealing section 207, and enacting a new section 207 in its place establishing a Deer Control Policy and Deer Hunting Regulations – First and Second Reading.

Proposed partial changes to Deer Control and Hunting Regulations. The following is a summary of the changes:

- 1) Allow Crossbows
- 2) Change lot size for hunting from 2 acres to 3/4 of an acre
- 3) Be over the age of 10 for hunting instead of 18 but must be accompanied with a licensed Parent or Guardian hunter.
- 4) Delete Field Cleaning guidelines from MDC because they don't have any.

Alderman Ross made a motion to approve the first of reading Bill 19-59. This motion was seconded by Alderman Massey. Roll call vote: Ayes: Alderman Marose, Alderman Massey, Alderman Ross and Alderman Walker. Nays: Alderman Rucker and Alderman Becker. Motion passes

Alderman Ross made a motion to approve the second reading of Bill 19-59 as presented. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 19-59 and to pass same into ordinance. Ayes: Alderman Walker, Alderman Ross, Alderman Massey and Alderman Marose. Nays: Alderman Becker and Alderman Rucker.

Bill 19-59 was passed and approved as Ordinance 19.59.

Mayor Olivarri asked that we put this item on a future agenda for discussion for modification if needed.

Bill 19-60 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Veteran's Day Parade 2019 Event Support Request.

In the Economic Development Department, within account 10-21--754250 Community Promotions, \$10,000.00 is budgeted for event support. Per City Code 110.300, the intent is for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted and Board approval is required. To date the following activity has occurred:

2019 Budget for Event Support \$10,000

LOTO Pub Crawl (\$1,500)

2019 Aquapalooza (\$5,000)

2019-20 Can Am Games (\$5,000)

2019 Bikefest (\$3,000)

Remaining Available balance (\$4,500)

Enclosed is the Lake of the Ozarks Elks Lodge 2517 Veteran Parade Event Support Form submitted to me. The request is for \$1,000.00 for the 2019 parade to be held on November 9, 2019. We have supported this event in the past with event support funds. The budget amount has been expended for Event Support and if this request is approved, unrestricted funds will be used to cover the overage and a budget amendment will be forthcoming.

Alderman Marose made a motion to approve the first of reading Bill 19-60. This motion was seconded by Alderman Rucker. Motion passes unanimously.

Bill 19-61 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I. Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations

This request is to repeal and replace the current Schedule I, Table I-A Speed Limit pertaining to Chapter 320 of the Osage Beach Municipal code. The noted corrections address road names and descriptions, all of which are highlighted in the attachment titled Proposed Changes to Schedule I, Table I-A Speed Limits. This revision also addresses the speed limit reduction on Case Road. It is my recommendation to reduce the speed limit on Case Road from 30 mph to 25 mph from the intersection of Sycamore Valley Drive to the end of the road. While the roadway is in excellent condition, the proximity of homes being so close to the roadway and the lack of sidewalks in this area present a safety concern to the motoring public exiting driveways as well as the pedestrians who walk along the roadway. Attached is traffic data from the Public Works Director which revealed that the 85% speed is 33 mph on Case Road. This reveals that 5.7% of the people are going over 35 mph and 23.2% of people are going over 30 mph. Another deletion on the Speed Table will be "Three Seasons Road from the City Limits to the City Limits 30 mph" This was amended on 09-01-2016, however was not removed at that time. The current ordinance raised the speed limit to 35 mph from the Intersection of KK to Mockingbird Lane, and 30 mph from Mockingbird to the City Limits. When the change to the speed limit was approved, the previous section was not removed from the speed table.

Alderman Massey made a motion to approve the first of reading Bill 19-61. This motion was seconded by Alderman Ross. Motion Passes unanimously.

Bill 19-62 An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a Lease Extension for a period of 20 years to the lease and right of way permits allowing use of city right of way at 4364 Osage Beach Parkway.

Alderman Rucker made a motion to approve the first of reading Bill 19-62. This motion was seconded by Alderman Ross. Motion passes unanimously.

Alderman Rucker made a motion to approve the second reading of Bill 19-62 as presented. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 19-62 and to pass same into ordinance: Ayes: Alderman Ross, Alderman Becker, Alderman Rucker, Alderman Massey, Alderman Marose and Alderman Walker. Nays: None.

Bill 19-62 was passed and approved as Ordinance 19.62.

Bill 19-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-012 Woodland Shores Overlay to Capital Paving & Construction, LLC in an amount not to exceed \$9,988.20.

This project is to overlay a portion of Woodland Shores near 1219 Woodland Shores. This work was going to be done as a change order in the Mace Road contract. This is to repair the work under Mace Road contract. It was decided to end that contract and proceed with this work under a separate contract. We had one bidder for this work. It was from Capital Paving and Construction LLC in the amount of \$9,988.20. We have done work with Capital Paving and Construction in the past with good results

Alderman Massey made a motion to approve the first of reading Bill 19-63. This motion was seconded by Alderman Marose. Motion passes unanimously.

Bill 19-64 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-013 Woodland Shores Trash Enclosure to Lake Central Fence, LLC in an amount not to exceed \$2,384.68.

This project is to install a fence around Woodland Shore's Trash Dumpster. This item was not included in the original bid. The contractor did not want to change order the Mace Road contract. We only received one bid. The low bidder is Lake Central Fence, LLC. We have done work with Lake Central Fence in the past.

Alderman Massey made a motion to approve the first of reading Bill 19-64. This motion was seconded by Alderman Marose. Motion passes unanimously.

Discussion - Tournament Soccer Complex Cooperative Agreement Draft

Mayor Olivarri stated the handout is a draft of the Tournament Soccer Complex (TSC) Cooperative Agreement with TCLA (Tri-County Lodging Association). This is the City's initial draft incorporating TCLA's comments and suggested changes. Comments and suggestions from Osage Beach Board of Aldermen will assist in the current negotiations of said agreement please forward your suggestions to staff.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Marose stated that Parkway West Customer Appreciation Day is Saturday, September 21, 2019 and added that everyone should attend if possible.

Alderman Becker is happy Tom Walker is back and feeling better.

Alderman Ross appreciates the Mayor's working with TCLA.

Alderman Rucker was pleased to announce that he received an e-mail regarding the bus route pick up on Mace

Road and how much safer it is. It was from Tony Hatfield Director of Transportation.

STAFF COMMUNICATIONS

City Administrator Jeana Woods stated that the Aldermen have all received new name tags and business cards with the new logo and city e-mail addresses. She added if they want their personal e-mail address on them they can write it on the back of the cards.

City Attorney Ed Rucker stated that city e-mail should be used for city business only and personal e-mail should be used for all other communications.

Police Chief Todd Davis introduced new police officer Tyler Brown.

Assistant City Administrator Mike Welty stated that the City Wide Rummage Sale is Saturday, September 14, 2019 and added that Can-Am Police-Fire will be having a Grilling Showdown with funds going to the Can-Am Games.

He also added the Peanick Park Basketball Court is complete.

Public Works Director Nick Edelman stated he enjoyed learning about the soccer fields and the various types of artificial turf.

EXECUTIVE SESSION: Alderman Marose moved to close the meeting pursuant to 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 Ross seconded the motion. The following roll call was taken to close the meeting. Ayes: Alderman Marose, Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker, and Alderman Massey

ADJOURN

CLOSED SESSION

Alderman Ross moved to open the meeting. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Ross, Alderman Rucker, and Alderman Becker, Alderman Marose and Alderman Walker. "Nays": None. Alderman Massey was absent. The meeting was therefore opened.

No announcements were made following the closed session.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 9:57 p.m.

I, Dorothy Urlicks, Deputy 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, held on September 5, 2019.

Dorothy Urlicks, Deputy City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
September 19, 2019**

Bills Paid Prior to Board Meeting	874,796.81
<i>Checks Voided from Last Bills List & Reissued</i>	<i>-675,378.13</i>
Payroll Paid Prior to Board Meeting	128,907.61
SRF Transfer Prior to Board Meeting	
TIF Transfer Dierbergs	
TIF Transfer Prewitt's Pt	
Bills Pending Board Approval	135,466.04
Total Expenses	<u>463,792.33</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
			Cse #16CMDR00112	173.08
			Case ID41477632	207.69
		MO DEPT OF REVENUE	State Withholding	3,492.00
			State Withholding	27.00
		INTERNAL REVENUE SERVICE	Fed WH	10,783.58
			Fed WH	165.48
			FICA	6,989.01
			FICA	134.26
			Medicare	1,634.55
			Medicare	31.40
			Loan Repayment	315.59
			Loan Repayment	245.55
			Loan Repayment	182.93
			Loan Repayment	233.04
			Loan Repayment	63.78
			Loan Repayment	213.53
			Retirement 457 &	1,336.14
			Retirement 457	1,145.00
			Loan Repayments	130.57
			Loan Repayments	674.35
			Loan Repayments	577.14
			Loan Repayments	182.26
			Loan Repayments	330.32
			Loan Repayments	271.97
			Loan Repayments	108.24
			Loan Repayments	74.15
			Loan Repayments	79.18
			Retirement Roth IRA %	42.68
			Retirement Roth IRA	325.00
		CLARK, NANCY	REFUND- RUMMAGE SALE FEE	10.00
		HSA BANK	HSA Contribution	189.58
			HSA Family/Dep. Contributi	1,490.16
		ONE TIME VENDOR SUBWAY	RESTITUTION:536 -01	20.00
			TOTAL:	32,017.67
City Administrator	General Fund	WOODS, JEANA	MEALS- MML CONFERENCE	65.00
			FICA	511.79
		INTERNAL REVENUE SERVICE	Medicare	119.70
			Retirement 401%	84.49
		ICMA	Retirement 401%	0.21
			Retirement 401%	0.58
			Retirement 401%	0.57
			Retirement 401	515.11
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONES	88.72
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,611.17
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	251.45
			Medicare	58.80
		ICMA	Retirement 401%	35.61
			Retirement 401%	0.38
			Retirement 401%	1.14
			Retirement 401	222.81
		HSA BANK	HSA Contribution	37.50
			TOTAL:	607.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	564.20		
			Medicare	131.95		
		ICMA	Retirement 401%	67.61		
			Retirement 401%	12.30		
			Retirement 401%	0.39		
			Retirement 401%	1.13		
			Retirement 401	488.61		
		HSA BANK	HSA Contribution	75.00		
			HSA Family/Dep. Contributi	<u>150.00</u>		
			TOTAL:	1,491.19		
Municipal Court	General Fund	WASHBURN, WILLIAM F	AUG MUNICIPAL JUDGE SERVIC	1,763.16		
			INTERNAL REVENUE SERVICE	FICA	83.05	
		ICMA	Medicare	19.43		
			Retirement 401%	14.15		
			Retirement 401%	0.19		
			Retirement 401	86.00		
		HSA BANK	HSA Family/Dep. Contributi	<u>61.37</u>		
			TOTAL:	2,027.35		
			City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA
		Medicare				79.46
ICMA	Retirement 401	332.85				
	RUCKER, EDWARD	MILEAGE/MEALS- MML CONFERE			250.60	
HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>				
	TOTAL:	1,077.67				
Building Inspection	General Fund	INTERNAL REVENUE SERVICE			FICA	431.94
			Medicare	101.02		
		ICMA	Retirement 401%	53.09		
			Retirement 401%	0.27		
			Retirement 401%	0.96		
			Retirement 401	428.27		
			AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	133.08	
		BLDG DEPT CELL PHONE		46.48		
		HSA BANK	HSA Contribution	37.50		
			HSA Family/Dep. Contributi	<u>187.50</u>		
			TOTAL:	1,420.11		
		Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	147.13
INTERNAL REVENUE SERVICE	FICA			57.43		
	Medicare			13.43		
TRACEY OLIVER DBA KEEPING CONDOS CLEAN	CITY HALL JANITORIAL SERV			<u>1,380.75</u>		
TOTAL:	1,598.74					
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	378.67		
			ALLIED SERVICES LLC	PARK TRASH SERVICE	185.33	
		INTERNAL REVENUE SERVICE	FICA	400.27		
			Medicare	93.60		
		ICMA	Retirement 401%	28.80		
			Retirement 401%	0.10		
			Retirement 401	260.08		
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	44.36		
			PARKS DEPT CELL PHONES	46.23		
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	333.00		
			WEST, GREG	UMPIRE 3 GAMES 8/21/19	75.00	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UMPIRE 3 GAMES 8/28	75.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		MCGUIRE, MICHAEL EDWARD	UMPIRE 3 GAMES 8/21/19	75.00
			UMPIRE 3 GAMES 8/28	75.00
		COX, BRANDON	UMPIRE 2 GAMES 8/21	40.00
			UMPIRE 2 GAMES 8/28	40.00
		SHOW ME CONCRETE CONSTRUCTION LLC	DUGOUT INSTALL - FIRST PYM	11,308.50
			BB COURT INSTALL - FIRST P	<u>79,492.50</u>
			TOTAL:	93,138.94
Human Resources	General Fund	WHITE, RON	REIMB MLG,MEALS,PRKG-MPR C	206.36
		WOODS, JEANA	REIMB. MEALS/PARKING-MPR C	38.00
		INTERNAL REVENUE SERVICE	FICA	262.96
			Medicare	61.50
		LEIGH, CINDY	REIMB MLG,MEALS,PRKG-MPR C	206.36
		ICMA	Retirement 401%	23.88
			Retirement 401%	0.29
			Retirement 401%	19.69
			Retirement 401	263.16
		WHITE, APRIL	REIMB. MEALS - MPR CONF	40.00
		RUCKER, EDWARD	REIMB MLG,MEALS,PRKG-MPR C	191.36
		VANDEVOORT, MATT	REIMB MLG,MEALS,PRKG-MPR C	206.36
		HSA BANK	HSA Family/Dep. Contributi	112.82
		BERRETH, TARA	REIMB MLG,MEALS,PRKG-MPR C	<u>206.36</u>
			TOTAL:	1,839.10
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,935.71
			FICA	134.26
			Medicare	686.59
			Medicare	31.40
		ICMA	Retirement 401%	334.90
			Retirement 401%	29.46
			Retirement 401%	3.03
			Retirement 401%	4.52
			Retirement 401%	0.06
			Retirement 401	2,924.04
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	396.12
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,087.18</u>
			TOTAL:	8,754.77
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 8/23-9/22/19	1,071.82
		INTERNAL REVENUE SERVICE	FICA	636.54
			Medicare	148.87
		ICMA	Retirement 401%	73.16
			Retirement 401%	30.61
			Retirement 401%	0.28
			Retirement 401%	1.13
			Retirement 401	631.04
		AT&T MOBILITY-CELLS	911 DEPT CELL PHONES	44.36
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>163.63</u>
			TOTAL:	2,876.44
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	200.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	46.92
		ICMA	Retirement 401%	33.18
			Retirement 401	199.03
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	592.24
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	313.30
			Medicare	73.28
		ICMA	Retirement 401%	47.09
			Retirement 401%	3.98
			Retirement 401	306.45
		AT&T INTERNET/IP SERVICES	LCF INTERNET 7/19-8/18/19	1,242.01
			CH & GG INTERNET 7/19-8/18	2,414.49
			PARKS INTERNET 7/19-8/18/1	882.26
		AT&T MOBILITY-CELLS	POLICE LAPTOPS	605.82
			PD LAPTOPS FN 7/24-8/23/19	701.08
			IT DEPT CELL PHONES	88.72
			IT DEPT CELL PHONES	30.99
			INTERNET CONNECTION	3.51
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	6,787.98
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	308.87
		INTERNAL REVENUE SERVICE	Fed WH	1,078.65
			FICA	926.19
			Medicare	216.61
		ICMA	Retirement 457 &	425.73
			Retirement 457	88.46
			Loan Repayments	44.36
			Loan Repayments	33.64
			Retirement Roth IRA	49.30
		HSA BANK	HSA Contribution	40.10
			HSA Family/Dep. Contributi	<u>328.47</u>
			TOTAL:	3,540.38
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	39.74
		INTERNAL REVENUE SERVICE	FICA	926.19
			Medicare	216.63
		ICMA	Retirement 401%	107.56
			Retirement 401%	0.74
			Retirement 401%	0.43
			Retirement 401%	0.38
			Retirement 401%	0.05
			Retirement 401	909.27
		CARD SERVICES 0248	SPRAY CHEMICALS	71.96
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	268.47
			TRANS DEPT CELL PHONES	15.49
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	270.30
		WCA WASTE CORPORATION	PORTA POTTY 7/1-7/31/19	83.64
		HSA BANK	HSA Contribution	87.75
			HSA Family/Dep. Contributi	<u>375.00</u>
			TOTAL:	3,373.60
NON-DEPARTMENTAL	Water Fund	MO DEPT OF NATURAL RESOURCES	WEST PWS PRIMACY FEES	4,505.60
			EAST PWS PRIMACY FEES	5,097.13
		MO DEPT OF REVENUE	State Withholding	353.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,037.21
			FICA	701.49
			Medicare	164.05
		ICMA	Retirement 457 &	181.59
			Retirement 457	52.21
			Loan Repayments	44.36
			Loan Repayments	33.63
			Retirement Roth IRA	47.85
		HSA BANK	HSA Contribution	4.95
			HSA Family/Dep. Contributi	69.96
			TOTAL:	12,293.75
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	39.75
		INTERNAL REVENUE SERVICE	FICA	701.51
			Medicare	164.06
		ICMA	Retirement 401%	104.14
			Retirement 401%	2.77
			Retirement 401%	0.16
			Retirement 401%	1.50
			Retirement 401%	0.05
			Retirement 401	692.30
		BRENNTAG MID SOUTH INC	CHLORINE & FLOURIDE	1,430.00
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	185.99
			WATER DEPT CELL PHONES	68.10
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	WATER JANITORIAL SERV	270.31
		MANKEY, KYLE	MILEAGE REIMB 8/14-8/28/19	87.00
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	224.25
		DEVORE, CALEB	MILEAGE REIMB 8/14-8/21/19	63.80
		STOUFER, TOMMIE L	MILEAGE REIMB 8/14/19	29.92
			TOTAL:	4,115.48
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906	136.15
			Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	596.41
		INTERNAL REVENUE SERVICE	Fed WH	1,836.17
			FICA	1,143.21
			Medicare	267.35
		ICMA	Retirement 457 &	152.57
			Retirement 457	252.52
			Loan Repayments	45.71
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	67.85
		HSA BANK	HSA Contribution	29.95
			HSA Family/Dep. Contributi	206.48
			TOTAL:	5,179.26
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	39.75
		INTERNAL REVENUE SERVICE	FICA	1,143.19
			Medicare	267.32
		ICMA	Retirement 401%	157.74
			Retirement 401%	8.26
			Retirement 401%	0.20
			Retirement 401%	0.38
			Retirement 401%	0.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	Retirement 401	1,136.01
			SEWER DEPT CELL PHONES	227.23
			SEWER DEPT CELL PHONES	120.70
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	270.31
		STARK, CHAD	MILEAGE REIMB 8/21-8/28/19	59.16
		AMEREN MISSOURI	5874 HWY 54 7/29-8/27/19	13.34
			1075 RUNABOUT S/L 7/28-8/2	20.37
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	600.75
		WALKER, DUSTIN	MILEAGE REIMB 8/28-9/4/19	17.40
		MCS RENTALS	HAMMER DRILL RENTAL	33.00
		HANKS, CODY	MILEAGE REIMB 8/28-9/4/19	6.96
			TOTAL:	4,172.00
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	254.00
		INTERNAL REVENUE SERVICE	Fed WH	693.98
			FICA	625.81
			FICA	24.55
			Medicare	146.36
			Medicare	5.74
		ICMA	Loan Repayment	70.64
			Retirment 457 &	173.66
			Loan Repayments	122.24
		HSA BANK	HSA Family/Dep. Contributi	10.00
		BRIAN SCHIERDING	12LA-AC00352, 19-GARN-465	140.90
			TOTAL:	2,267.88
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	625.81
			FICA	24.55
			Medicare	146.36
			Medicare	5.74
		ICMA	Retirement 401%	57.88
			Retirement 401%	18.46
			Retirement 401%	0.29
			Retirement 401%	3.39
			Retirement 401	480.14
		AT&T MOBILITY-CELLS	AMBULANCE LAPTOPS	86.46
			AMB DEPT CELL PHONES	44.36
		AMBULANCE REIMBURSEMENT SYSTEMS INC	MAY AMBULANCE REIMBURSEMEN	1,177.06
			JULY AMBULANCE REIMBURSEME	2,097.06
		HSA BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	4,917.56
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	80.64
		INTERNAL REVENUE SERVICE	Fed WH	256.37
			FICA	343.92
			Medicare	80.43
		ICMA	Retirment 457 &	11.25
			Retirement 457	89.34
			Loan Repayments	64.83
			TOTAL:	926.78
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	36.48
		AMEREN MISSOURI	LCF RUNWAY LTS 7/29-8/27/1	63.37
			LCF AP FIREHOUSE 7/29-8/28	31.79
		INTERNAL REVENUE SERVICE	FICA	343.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	80.44
		LEHMAN CONSTRUCTION CO LLC	LCF TAXIWAY PROJ# 17-046B-	383,075.48
			LCF TAXIWAY PROJ# 17-046B-	292,302.65
		ICMA	Retirement 401%	32.41
			Retirement 401%	3.69
			Retirement 401%	1.13
			Retirement 401%	0.25
			Retirement 401	290.06
		DISH NETWORK	SERVICE 8/29-9/28/19	81.54
		AT&T MOBILITY-CELLS	LCF CELL PHONE	22.18
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>120.33</u>
			TOTAL:	676,523.23
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	59.36
		INTERNAL REVENUE SERVICE	Fed WH	158.47
			FICA	205.63
			Medicare	48.10
		ICMA	Retirment 457 &	9.53
			Retirement 457	<u>29.66</u>
			TOTAL:	510.75
Grand Glaize Airport	Grand Glaize Airpo	ALLIED SERVICES LLC	GG TRASH SERVICE	36.48
		AMEREN MISSOURI	GG AP HANGAR 7/29-8/27/19	40.16
			AP RD TBLC EXT D 7/29-8/27	265.01
			GG AP SHOP 7/29-8/27/19	32.14
			957 AIRPORT RD 7/29-8/27/1	11.78
			GG AP TBLC EXT D 7/29-8/27	27.84
			GG HANG E8 TBLC EXT D 7/29-	26.19
			GG AP SLEEPY 7/29-8/27/19	31.24
		INTERNAL REVENUE SERVICE	FICA	205.62
			Medicare	48.09
		ICMA	Retirement 401%	18.19
			Retirement 401%	0.04
			Retirement 401%	0.10
			Retirement 401	190.36
		AT&T MOBILITY-CELLS	GG CELL PHONE	22.17
		HSA BANK	HSA Family/Dep. Contributi	<u>179.67</u>
			TOTAL:	1,135.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		155,841.06
20		Transportation		6,913.98
30		Water Fund		16,409.23
35		Sewer Fund		9,351.26
40		Ambulance Fund		7,185.44
45		Lee C. Fine Airport Fund		677,450.01
47		Grand Glaize Airport Fund		1,645.83

GRAND TOTAL:				874,796.81

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS - ALDERMEN	237.00
			TOTAL:	237.00
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	151.38
			TOTAL:	151.38
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	160.47
			TOTAL:	160.47
Building Inspection	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC	AFCI/GFCI OUTLET TESTER	41.99
			TOTAL:	41.99
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	91.80
			WATER COOLER RENTAL	38.51
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS, PLATES	101.30
			BATHROOM TISSUE	95.02
		CROWN LINEN SERVICE INC	CH FLOOR MATS	34.78
			TOTAL:	361.41
Parks	General Fund	PROFESSIONAL TURF PRODUCTS	TIRES FOR TORO WORKMAN HDX	273.42
		O'REILLY AUTOMOTIVE STORES INC	TIRE TUBE - VENTRAC MOWER	11.99
		KANSAS GOLF AND TURF INC	ASMBLY STARTER FOR VENTRAC	349.85
			HOSE,GASKET,LABOR FOR VENT	670.30
		CORE & MAIN LP	COUPLING FOR BLDG REP- PEA	45.12
		PRECISION AUTO & TIRE SERVICE LLC	TIRE REPL- TORO UTV	41.51
			TUBE INSTALL- VENTRAC MOWE	10.00
		PIONEER MANUFACTURING CO dba PIONEER A	FIELD PAINT	108.30
			FIELD PAINT	108.30
			TOTAL:	1,618.79
Human Resources	General Fund	MO POLICE CHIEFS ASSC	DISPATCH TESTING	195.00
			DISPATCH TESTING	285.00
		LAKE REGIONAL OCCUPATIONAL MEDICINE	POST ACCIDENT TESTING	20.00
			PRE EMPLOYMENT TESTING	160.00
			FIT FOR DUTY TESTING	60.00
		PERSONNEL EVALUATION INC	PRE EMPLOYMENT TESTING	240.00
		STEVEN D. WARD dba GUARDIAN PUBLIC SAF	DISPATCH PRE EMPLOYMNT SCR	300.00
			TOTAL:	1,260.00
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 6/30-9/29/19	417.66
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	94.05
			TOTAL:	511.71
Police	General Fund	LEON UNIFORM CO INC	UNIFORMS - S.HALL	70.00
			UNIFORMS - T.BROWN	397.00
			UNIFORMS- T.BROWN	489.00
			UNIFORM PATCHES	472.50
		HAWKEN PAINT & BODY INC dba	VEHICLE REPAIR - PD31	5,343.25
		FBI - LEEDA	ELI TRAINING - D.SKINNER	695.00
			ELI TRAINING - J.SHELTON	695.00
		BOUND TREE MEDICAL LLC	REPL KITS FOR AED	623.96
		HEDRICK MOTIV WERKS LLC	REPL SUN VISOR - PD17	150.38
		STAPLES BUSINESS ADVANTAGE	HI-LIGHTERS,NOTEBOOKS,MAIL	20.71
		MSHP LAW ENFORCEMENT ACADEMY	FIELD TRNG OFFICR SCHL-J.L	222.00
			TOTAL:	9,178.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
911 Center	General Fund	ELECTRONICS UNLIMITED	PHONE LINES, AMB BAY DOOR	200.00
			TOTAL:	200.00
Information Technology	General Fund	INFINITECH CONSULTING LLC	PROSUPPORT ANN SVC 8/19-8/	2,374.00
			TOTAL:	2,374.00
Economic Development	General Fund	VACATION NEWS	SEPT CALENDAR BILLING	160.00
			TOTAL:	160.00
Transportation	Transportation	EZARDS	WASP & HORNET SPRAY	9.58
		PURCELL TIRE & RUBBER CO	TIRE REPAIR - TK 53	40.50
			TIRE REPAIR & MOUNT - TK 5	313.34
		SCHEPPERS INTERNATIONAL TRUCK CENTER I	VEHICLE MAINT - TK 63	3,846.01
		MEEKS BUILDING CENTER	QUIKRETE FOR CURB/SIGN POS	200.18
		FASTENAL CO	DRILL BIT	56.88
			HEX SCREW FOR ZERO TURN MW	1.51
			SCREWS FOR TRL T10	9.61
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	54.64
			TRANS DEPT FLOOR MATS	15.97
		GB MAINTENANCE SUPPLY	CUPS, PAPER TOWELS	35.95
		MOTOR HUT INC	V BELT - HB SECTION	55.59
			AUTOCUT HEAD FOR WEDEATER	106.95
		O'REILLY AUTOMOTIVE STORES INC	FUSE, TOGGLE SWITCH - TK 6	36.98
			SOCKET	10.99
			INFLATOR GAUGE, AIR PLUG	18.35
			OIL FILTER, MOTOR OIL - TK	32.41
			SCRUB WIPE, HAND CLEANER	40.97
			O RINGS, OIL ABSORB -PWR B	36.96
			OIL ABSORBANT	18.98
			U/BALL JOINT, SEPARATOR -T	216.22
			RETURN - SEPARATOR TK 62	19.99-
		CROWN POWER & EQUIPMENT	WEDEATER STRING	46.25
		DAM STEEL SUPPLY	1" ROUND CR FOR SALT SPREA	35.00
		SHERWIN-WILLIAMS	PART FOR PAINT SPRAYER	51.64
		CHASE CO INC	MAGNETIC DRILL PRESS	67.85
			HUSTLER 60" X-ONE	99.00
			OVERPYMT- INV 116669 & 117	57.40-
		ED MILLER AUTO SUPPLY INC	BRAKE SHOE KIT, BRAKE DRUM	696.29
			RETURN BRAKE DRUM	428.18-
		AMAZON CAPITAL SERVICES INC	HP COLOR LASERJET PRINTER	99.67
		INFINITECH CONSULTING LLC	5 ENGINEERING PC'S	2,173.33
		OZARK TRUCK PARTS	BRAKE DRUM	359.96
		SPRINGFIELD QUALITY SERVICES	MOLD INSPEC, AIR SAMPLE TE	216.66
			TOTAL:	8,498.65
Water	Water Fund	ELECTRONICS UNLIMITED	TROUBLESHOOT SCADA SERVER	40.00
		FASTENAL CO	PLUG TAP	12.70
			DRILL BIT	20.46
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	34.15
			WATER DEPT FLOOR MATS	15.96
		GB MAINTENANCE SUPPLY	CUPS, PAPER TOWELS	35.94
		GOEHRI, GEORGE	SEPT INS PREMIUM	50.20
		POSTMASTER	SEP 2019 UTILITY BILL POST	400.00
		CORE & MAIN LP	3" REGULATORS- PARKSIDE TO	2,435.40
			SVC LINE TUBING	48.00
		GILMORE & BELL PC	REBATE CALC 2002	859.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MAGRUDER LIMESTONE CO INC	GRAVEL - TOWROAD	42.47
		CHASE CO INC	HYDRO EXCAVATOR	460.00
		AMAZON CAPITAL SERVICES INC	HP COLOR LASERJET PRINTER	99.67
		INFINITECH CONSULTING LLC	5 ENGINEERING PC'S	2,173.33
		SPRINGFIELD QUALITY SERVICES	MOLD INSPEC, AIR SAMPLE TE	216.66
			TOTAL:	6,943.94
NON-DEPARTMENTAL	Sewer Fund	MO DEPT NATURAL RESOURCES/ENVIR QUALIT	SEWER CONNECTION FEES	4,309.85
			TOTAL:	4,309.85
Sewer	Sewer Fund	EZARDS	KEYS & HOLDER	4.78
		ELECTRONICS UNLIMITED	TROUBLESHOOT SCADA SERVER	40.00
		RP LUMBER INC	5/16" CHAIN	279.98
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	47.81
			SEWER DEPT FLOOR MATS	15.96
		GB MAINTENANCE SUPPLY	CUPS, PAPER TOWELS	35.94
		TALLMAN COMPANY	PIPE GASKET LUBE	7.04
		MUNICIPAL EQUIPMENT CO	GRINDER PUMP RE-BUILDING P	53,050.94
			HYDRAULIC KIT	994.98
		KNAPHEIDE TRUCK INC	WINCH CABLES	633.93
		O'REILLY AUTOMOTIVE STORES INC	BRAKE CLEANER, OIL	6.98
			HYDR HOSE, CRIMP FOR MINI	51.64
			GREASE	7.49
		CONSOLIDATED ELECTRICAL DISTR, INC	PARTS FOR ROCKWOOD CT.	804.48
			REPLACEMENT BLADE	9.75
			REPL BLADE, PVC COUPLING/E	110.37
			MEASURE TAPE, PVC FLEX & C	140.83
			PARTS FOR ROCKWOOD CT	10.25
		POSTMASTER	SEP 2019 UTILITY BILL POST	400.00
		AMAZON CAPITAL SERVICES INC	HP COLOR LASERJET PRINTER	99.66
		INFINITECH CONSULTING LLC	5 ENGINEERING PC'S	2,173.34
		SPRINGFIELD QUALITY SERVICES	MOLD INSPEC, AIR SAMPLE TE	216.68
			TOTAL:	59,142.83
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,137.27
			MEDICAL SUPPLIES	10.88
		ZOLL MEDICAL CORP	AED SUPPLIES	277.17
		DOUGLAS G WILSON DO PC	AUG MEDICAL DIRECTOR SERVI	1,000.00
			TOTAL:	2,425.32
Lee C. Fine Airport	Lee C. Fine Airpor	EZARDS	OIL	19.98
			IMPACT DRIVER	12.99
		GB MAINTENANCE SUPPLY	BATHROOM SUPPLIES	163.13
		NAEGLER OIL CO	LCF JET FUEL	18,234.48
			LCF JET FUEL	18,261.49
			LCF EQUIP CHRGR & SATELLITE	46.00
		AIRNAV, LLC	LCF RENEWAL 9/2019-9/2020	229.00
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID	55.99
		STAPLES BUSINESS ADVANTAGE	TONER	57.67
		MESSICK FARM EQUIPMENT INC DBA MESSICK	REPLACEMENT BLADE	90.70
			TOTAL:	37,171.43
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	ROPE	17.40
			BOLTS & LOCK WASHERS	4.16
		NAEGLER OIL CO	GG EQUIP CHRGR & SATELLITE	46.00
		HEDRICK MOTIV WERKS LLC	REPL STARTER - FUEL TRUCK	324.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AIRNAV, LLC	GG RENEWAL 9/2019-9/2020	229.00
		O'REILLY AUTOMOTIVE STORES INC	TIRE GAUGE	6.79
		MESSICK FARM EQUIPMENT INC DBA MESSICK	REPLACEMENT BLADE	90.69
			TOTAL:	718.47

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

10	General Fund	16,255.55
20	Transportation	8,498.65
30	Water Fund	6,943.94
35	Sewer Fund	63,452.68
40	Ambulance Fund	2,425.32
45	Lee C. Fine Airport Fund	37,171.43
47	Grand Glaize Airport Fund	718.47

GRAND TOTAL: 135,466.04

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City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: John Olivarri, Mayor
Presenter: Edward Rucker, City Attorney
Date Submitted: September 11, 2019

Agenda Item:

Bill 19-57 - An ordinance of the City of Osage Beach, Missouri, establishing selected fee reimbursement provision to encourage development of projects or property where traditional economic development tools are insufficient or inapplicable to adequately support or encourage the project.

Requested Action:

Second Reading of Bill #19-57

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

Department Comments and Recommendation:

This is a revised version of an ordinance presented on August 1, 2019. The primary change is the return of certain fees after the developer performs as promised. A red-line comparison between the original version and this version is attached for your reference.

City Attorney Comments:

Per City Code 110.230, Bill 19-57 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on September 5, 2019.

I concur with the recommendation by the City Attorney.

In 2017, the Lake of the Ozarks Regional Economic Development Council (LOREDC) began implementing various initiatives that resulted from the Regional Housing Study that was completed the prior year. Osage Beach gained knowledge from the study specific to our city and from that suggested goals themed around our need to grow the supply of our affordable single family and rental units to meet the needs of our community. Incentives such as these are used to promote this goal. The Comprehensive Economic Development Strategy (CEDS), a regional vision for growing our economic base, a document required by Missouri Department of Economic Development, was supported by the Board of Aldermen in 2018 and incentives such as this supports our goal of promoting housing that fits our community's needs.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING SELECTED FEE REIMBURSEMENT PROVISION TO ENCOURAGE DEVELOPMENT OF PROJECTS OR PROPERTY WHERE TRADITIONAL ECONOMIC DEVELOPMENT TOOLS ARE INSUFFICIENT OR INAPPLICABLE TO ADEQUATELY SUPPORT OR ENCOURAGE THE PROJECT.

WHEREAS, economic development is a primary mission of the city and the development of vibrant and secure business climate and economy is in the best interest of the citizens of Osage Beach; and,

WHEREAS, the Board of Aldermen hereby finds in certain instances traditional tools for encouraging economic development may be insufficient or inapplicable to the project at hand; and;

WHEREAS, the Board of Aldermen conclude that in certain limited circumstances selected reimbursements of certain fees may be necessary encourage economic development projects in the city:

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

Section 1. That a new Section 135.025 of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sec. 135.025. Economic Development Fee Reimbursement Program

A. In recognition of the fact that in certain limited cases the existing economic development tools are insufficient or inapplicable to the proposed project, the Board of Aldermen, acting under the strict terms of this ordinance, may be contract with a developer enter into an agreement to reimburse certain fees as set for this ordinance.

B. The Mayor of the City Administrator may, where either or both believe it to be in the best interests of the City, make a written recommendation to the Board of Aldermen that the use of the Economic Development Fee Reimbursement program is necessary to support either:

1. A tourism related economic development project; or,
2. A new residential project consisting of
 - a. At least twenty new single-family residents priced for sale at \$200,000 or less or if held as rental property a monthly rent of \$1,050 or less exclusive of utilities. The benefit of any fee reimbursements for this category shall not apply until at least twenty-five percent of such units have been completed and offered for sale; or,
 - b. A single project of at least 40 multi-family units each priced under \$175,000 or if held as rental property a monthly rent of \$900 or less exclusive of utilities. The benefit of any fee reimbursements for this category shall not apply until at least twenty-five percent of such units have been completed and offered for sale.

C. Once the minimum number of units necessary to qualify for the fee reimbursement issue pursuant to this section shall have been completed and offered for sale, the City Administrator may if the contract with the developer so provides, adjust any future fees due on the project to retroactively apply the fee reimbursement to all units constructed, as set out in the schedule of fees imposed included in the Ordinance under which the Board of Aldermen approved reimbursements pursuant to this section for the project.

D. The prices set forth in sections "a" and "b" above shall be indexed in sub-part D of this section.

E. Any fee Reimbursement granted under this section shall apply only to units built within five years of the Board's approval of the reimbursement. The Board may extend the contract under this section one time for an additional five years where it finds such extension to be in the best interest of the city.

F. If any property is sold, or offered for sale, for more than the amount agreed in the schedule of prices adopted by the Board of Aldermen and the developer, the Certificate of Occupancy shall stand revoked until the waived fees are paid in full.

G. If any property is rented/lease, or offered for rent/lease, for more than the amount agreed in the schedule of prices adopted by the Board of Aldermen and the developer, the Certificate of Occupancy shall stand revoked until the waived fees are paid in full.

H. The recommendation required in part B above shall state in detail:

- a. Project name and location,
- b. Nature of the project, including the size and numbers of bedrooms and bathrooms for each dwelling unit in the project.
- c. Owner of sponsor of the project,
- d. A schedule of the fees by category, percentage and anticipated dollar amount to be paid and the amount eligible for reimbursement,
- e. Certify that the proposed fee reimbursement does not adversely impact any ongoing city operations of city debit obligations,
- f. Provide a budget for the project demonstrating the fee reimbursement(s) requested are necessary for the project to proceed,
- g. A written schedule of the dates and amounts of the fees to be reimbursed on a building by building or unit by unit basis,
- h. In the event the properties are intended as rental units, the recommendation shall specify the duration of the rent limitations contained herein for a period not to exceed fifteen years.
- i. The City will give favorable consideration and projects are encouraged to request reimbursement of no more than 50% of the eligible fees under this section,
- j. The City will evaluate each reimbursement request made under this section by comparing the sale or rental price of each unit against the requested fee reimbursement,
- k. Fee reimbursements will be distributed as per the contract between the developer applicant and the city.

I. Upon receipt of the written recommendation of the Mayor or the City Administrator as described in Sub Section B above, the Board of Aldermen by, acting by duly adopted ordinance direct that the City Administrator grant reimbursement pursuant to a written contract adopted pursuant to this section of either one-fourth, one-half, three-fourths or all of any of the following fees:

- a. Water Impact Fee Section 705.320
- b. Sewer Development Charge Section 710.410
- c. Building Permit Fee Section 500.020, sub-section 109.1
- d. Site Development Fee Section 510.120
- e. Demolition Permit Fees Section 500.175

I. The base price for single family residence or multi-family unit as referenced in sub-part B 2 above, shall be adjusted, upwards only, effective on January 1st of each year in accordance with the percentage increase, if any, in the consumer Price index for All Urban Consumers (CPI-U); U.S. City Average; for all items, not seasonally adjusted, the year 2019=100 as the reference base (the "Index"), as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau of Labor Statistics discontinue the publication of the Index, or publish the same less frequently, the City may shall adopt a substitute index or procedure that reasonably reflects and monitors consumer prices.

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 Ordinance 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: September 5, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.57 was duly passed on
Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes: # Nays: # Abstain: # Absent: #

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

Date

Tara Berreth, City Clerk

Approved as to form:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.57

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING SELECTED FEE ~~WAIVER~~REIMBURSEMENT PROVISION TO ENCOURAGE DEVELOPMENT OF PROJECTS OR PROPERTY WHERE TRADITIONAL ECONOMIC DEVELOPMENT TOOLS ARE INSUFFICIENT OR INAPPLICABLE TO ADEQUATELY SUPPORT OR ENCOURAGE THE PROJECT

WHEREAS, economic development is a primary mission of the city and the development of a vibrant and secure business climate and economy is in the best interest of the citizens of Osage Beach; and,

WHEREAS, the Board of Aldermen hereby finds in certain instances traditional tools for encouraging economic development may be insufficient or inapplicable to the project at hand; and,

WHEREAS, the Board of Aldermen conclude that in certain limited circumstances selected ~~waivers~~reimbursement of certain fees may be necessary encourage economic development projects in the city:

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

Section 1. That a new Section 135.025 of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sec. 135.025. Economic Development Fee ~~Abatement~~Reimbursement Program

- A. In recognition of the fact that in certain limited cases the existing economic development tools are insufficient or inapplicable to the proposed project, the Board of Alderman acting under the strict terms of this ordinance may ~~abate~~by contract with a developer enter into an agreement to reimburse certain fees as set for this ordinance.
- B. The Mayor or the City Administrator may, where either or both believe it to be in the best interests of the City, make a written recommendation to the Board of Alderman, that the use of this Economic Development Fee ~~Abatement~~Reimbursement program is necessary to support either:
 1. A tourism related economic development project; or,
 2. A new residential project consisting of
 - a. At least twenty new single-family residences priced for sale at \$200,000 or less or if held as rental property a monthly rent of \$1,050 or less exclusive of utilities. The benefit of any fee ~~waivers~~reimbursement for this category shall not apply until at least

twenty-five per cent of such units have been completed and offered for sale; or;

- b. A single project of at least 40 multi-family units each priced under \$175,000 or if held as rental property a monthly rent of \$900 or less exclusive of utilities. The benefit of any fee ~~waiver~~reimbursement for this category shall not apply until at least twenty-five per cent of such units have been completed and offered for sale.
- C. Once the minimum number of units necessary to qualify for the fee ~~waiver~~reimbursement issued pursuant to this section shall have been completed and offered for sale, the City Administrator ~~shall~~may if the contract with the developer so provides, adjust any future fees due on the project to retroactively apply the fee ~~waiver~~reimbursement to the all units constructed, as set out in the schedule of fees imposed included in the Ordinance under which the Board of Aldermen approved ~~waivers~~reimbursements pursuant to this section for the project.
- D. The prices set forth in sections “a” and “b” above shall be indexed in sub-part D of this section.
- E. Any fee ~~waiver~~Reimbursement granted under this section shall apply only to units built within five years of the Board’s approval of the ~~waiver~~reimbursement. The board may extend the ~~waiver~~contract under this section one time for an additional five years where it finds such extension to be in the best interest of the city.
- F. If any property is sold, or offered for sale, for more than the amount agreed in the schedule of prices adopted by the Board of Aldermen and the developer, the Certificate of Occupancy shall stand revoked until the waived fees are paid in full.
- G. If any property is rented/leased, or offered for rent/lease, for more than the amount agreed in the schedule of prices adopted by the Board of Aldermen and the developer, the Certificate of Occupancy shall stand revoked until the waived fees are paid in full.
- H. The recommendation required in part B above shall state in detail:
 - a. Project name and location,
 - b. Nature of the project, including the size and number of bedrooms and bathrooms for each dwelling unit in the project.
 - c. Owner of sponsor of the project,
 - d. ~~List~~A schedule of the fees by category, percentage and anticipated dollar amount to be paid and the amount ~~recommended~~eligible for ~~waiver~~reimbursement,
 - e. Certify that the proposed fee ~~waiver~~reimbursement does not adversely impact any ongoing city operations of city debt obligations,
 - f. Provide a budget for the project demonstrating the fee ~~waiver~~reimbursement(s) requested are necessary for the project to proceed,

- g. A written schedule of the dates and amounts of the fees to be ~~imposed or waived~~reimbursed on a building by building or unit by unit basis,
- h. In the event the properties are intended as rental units, the recommendation shall specify the duration of the rent limitations contained herein for a period not to exceed fifteen years.
 - i.
 - i. The City will give favorable consideration and projects are encouraged to request reimbursement of no more than 50% of the eligible fees under this section.
 - j. The City will evaluate each reimbursement request made under this section by comparing the sale or rental price of each unit against the requested fee reimbursement.
 - k. Fee reimbursements will be distributed as per the contract between the developer applicant and the City.
 - l. Upon Receipt of the written recommendation of the Mayor or the City Administrator as described in Sub Section B above, the Board of Aldermen may, acting by duly adopted ordinance ~~abate,~~ direct that the City Administrator grant reimbursement pursuant to the a written contract adopted pursuant to this section of either one-fourth, one-half ~~or~~, three-fourths or all of any ~~or all~~of the following fees:

a. Water Impact Fee	Section 705.320
b. Sewer Development Charge	Section 710.410
c. Building Permit Fee	Section 500.020, sub-section 109.1
d. Site Development Fee	Section 510.120
e. Demolition Permit Fees	Section 500.175

- I. The base price for single family residence or multi family unit as referenced in sub-part B 2 above, shall be adjusted, upwards only, effective on January 1st each year in accordance with the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; for all items, not seasonally adjusted, the year 2019=100 as the reference base (the "Index"), as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau of Labor Statistics discontinue the publication of the Index, or publish the same less frequently, the City may shall adopt a substitute index or procedure that reasonably reflects and monitors consumer prices.

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. 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: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.19 . 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.19 . .

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Mike Welty, Assistant City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: September 11, 2019

Agenda Item:

Bill 19-60 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Veteran's Day Parade 2019 Event Support Request.

Requested Action:

Second Reading of Bill #19-60

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 110.300 Expenditures from Community Promotions - Community Event Support Budget Item.

Deadline for Action:

Yes - This event will take place on November 9, 2019.

Budgeted Item:

Yes

Budget Line Item/Title: 10-21-754250 Community Promotions

FY19 Budgeted Amount:	\$70,000
Expenditures to Date (8/22/19):	(\$29,164)
Available:	\$40,836
Requested Amount:	\$1,000

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 19-60 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on September 5, 2019.

In the Economic Development Department, within account 10-21-754250 Community Promotions, \$10,000.00 is budgeted for event support. Per City Code 110.300, the intent is for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted and Board approval is required.

To date the following activity has occurred:

2019 Budget for Event Support	\$10,000
LOTO Pub Crawl	(\$1,500)
2019 Aquapalooza	(\$5,000)
2019-20 Can Am Games	(\$5,000)
2019 Bikefest	(\$3,000)
Remaining Available balance	(\$4,500)

Enclosed is the Lake of the Ozarks Elks Lodge 2517 Veteran Parade Event Support Form submitted to me. The request is for \$1,000.00 for the 2019 parade to be held on November 9, 2019. We have supported this event in the past with event support funds.

The budget amount has been expended for Event Support and if this request is approved, unrestricted funds will be used to cover the overage and a budget amendment will be forthcoming.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR ADVERTISING TO SUPPORT HE VETERAN'S DAY PARADE 2019 EVENT SUPPORT REQUEST

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

Section 1. That the expenditure of funds to Lake of the Ozarks Elks Lodge 2517 for advertising in an amount of One Thousand Dollars (\$1,000.00) is hereby authorized for the Veteran's Day Parade held on November 9, 2019.

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 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 the 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 Ordinance 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 so into effect unless therein otherwise expressly provided; but not suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provision 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 of the Mayor.

READ FIRST TIME: September 5, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.60 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.60

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: \$1,000.00 Date of Request: 1463, 2019

Organization Information:

Organization Name: LAKE OF THE OZARKS ELKS LODGE 2517
Address: 516 OSAGE BEACH PARKWAY
Phone # 573-348-3795 Fax # 573-302-1042
Contact Name: JERRY SPURGEON
Phone # (cell) 573-434-4368 (Other) same

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 national not-for-profit organization? LOCAL - NATIONAL

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

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

Event Information:

Event Name: VETERANS PARADE
Event Dates: NOV 9, 2019 LINEUP 12:00 START 1:00 PM
Event Location: OSAGE BEACH PARKWAY CITY HALL TO ELKS LODGE
Description of event: PARADE HONORING VETERANS
21 GUN & TAPS AFTER PARADE
SERVE HOT DOGS & CHILLI AFTER PARADE IN
ELKS LODGE APPROX. 450 PEOPLE - FREE
How will the proceeds of this event be used? EXPENSES FOR PARADE
HAVE A BUDGET OF \$3,000.00
How will the City be recognized through this event? FLYERS, LEADS IN PAPER
NAME ON TEE SHIRTS, SIGN IN ELKS HALL
WHEN SERVING FOOD. APPROX. 450 PEOPLE
MENTION NAME ON RADIO

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: _____

Total budget for the event: \$3,000.00

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? ELKS WILL COVER

How many years has this event been held? THIS IS 6th YEAR

Estimated attendance this year? 450 Last year's attendance, if applicable? Approximately 400

Applicant:

Application Completed By: JERRY SPURGEON

Contact Phone/Cell: 573-434-4368

[Signature] GERALD SPURGEON CO-CHAIRMAN
Signature Print Name Title CHAIRMAN OF
THE BOARD Date

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach

Jeana Woods, City Administrator

1000 City Parkway

Osage Beach, MO 65065

Internal Use

Date Application Received: 8/7/19 By: Mike Welty

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

Department of the Treasury



Internal Revenue Service Washington, DC 20224

Date: JUN 21 1977 | In reply refer to:
Form M-3442
T:MS:EO:R

▷ Grand Lodge of the Benevolent and
Protective Order of Elks of the
United States of America
2750 Lake View Avenue
Chicago, Illinois 60614
EIN 36-0793011 DO 36

Gentlemen:

Date of original group exemption letter: October 18, 1951

Based on the information supplied, we rule that the new subordinates you recently submitted for addition to your group exemption roster are exempt from Federal income tax under section 501(c)(8) of the Internal Revenue Code. This ruling supplements your original group exemption letter.

Each subordinate is required to file Form 990, Return of Organization Exempt From Income Tax, if its annual gross receipts are normally more than \$25,000. If filing is required, and if you do not include the subordinates in a group return, each must file the Form 990 by the 15th day of the fifth month after the end of its annual accounting period.

The new subordinates are not required to file a Form 1120 income tax return. However, if they are subject to tax on unrelated business income under section 511 of the Code, they must file Form 990-T.

The new subordinates are liable for social security taxes under the Federal Insurance Contributions Act and, if they employ four or more individuals, for the tax under the Federal Unemployment Tax Act.

Individuals may deduct contributions to your new subordinates, as provided in section 170 of the Code, if the contributions are for the charitable purposes specified in section 170(c)(4) of the Code. Bequests, legacies, devises, transfers, or gifts to or for the use of the new subordinates are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code if they are for the charitable purposes specified in sections 2055(a)(3), 2106(a)(2)(A)(iii), and 2522(a)(3) of the Code.

Lake Of The Ozarks Elks Lodge 2517

Veterans Parade

Nov. 9, 2019

Food	\$875.00
Advertising	500.00
Printing	275.00
Flags	250.00
Tee Shirts	600.00
Company to clean Lodge	100.00
Candy	200.00
Misc.	200.00
Total	\$3,000.00

Sponsors and Elks will pay amount left.

Gerald Spurgeon

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief
Date Submitted: September 9, 2019

Agenda Item:

Bill 19-61 - An ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Code of Ordinances by Repealing and Replacing Schedule I. Speed Limits, Table 1-A Speed Limits of the Osage Beach Municipal Code Chapter 320 Speed Regulations

Requested Action:

Second Reading of Bill #19-61

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

Department Comments and Recommendation:

This request is to repeal and replace the current Schedule I, Table I-A Speed Limit pertaining to Chapter 320 of the Osage Beach Municipal code. The noted corrections address road names and descriptions, all of which are highlighted in the attachment titled Proposed Changes to Schedule I, Table I-A Speed Limits.

This revision also addresses the speed limit reduction on Case Road.

It is my recommendation to reduce the speed limit on Case Road from 30 mph to 25 mph from the intersection of Sycamore Valley Drive to the end of the road. While the roadway is in excellent condition, the proximity of homes being so close to the roadway and the lack of sidewalks in this area present a safety concern to the motoring public exiting driveways as well as the pedestrians who walk along the roadway.

Attached is traffic data from the Public Works Director which revealed that the 85% speed is 33

mph on Case Road. This reveals that 5.7% of the people are going over 35 mph and 23.2% of people are going over 30 mph.

Another deletion on the Speed Table will be "Three Seasons Road from the City Limits to the City Limits 30 mph" This was amended on 09-01-2016, however was not removed at that time.

The current ordinance raised the speed limit to 35 mph from the Intersection of KK to Mockingbird Lane, and 30 mph from Mockingbird to the City Limits.

When the change to the speed limit was approved, the previous section was not removed from the speed table.

City Attorney Comments:

Per City Code 110.230, Bill 19-61 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on September 5, 2019.

Bill 19.61 not only addresses the speed change on Case Road recommended by the Police Chief but makes necessary corrections to the code that were inadvertently not done at the time of previous approved speed changes.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH CODE OF ORDINANCES BY REPEALING AND REPLACING SCHEDULE 1 SPEED LIMITS, TABLE 1-A SPEED LIMITS OF THE OSAGE BEACH MUNICIPAL CODE CHAPTER 320 SPEED REGULATIONS

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

Section 1. That the Schedule 1 Speed Limits, table 1-A Speed Limits is hereby repealed in its entirety.

Section 2. A new Schedule 1 Speed Limits, table 1-A Speed Limits is hereby enacted to read as follows:

Street	Speed Limit
Airport Road from right-of-way with Osage Beach Parkway to the intersection of Arrow Road	30mph
Barry Prewitt Memorial Drive between the intersection with Osage Beach Parkway and the intersection with State Route D and Columbia Avenue	30mph
Bentwood Drive	15mph
Bluff Drive from the right-of-way with Osage Beach Parkway to the intersection of Ski Drive	30mph
Bluff Drive from the intersection of Ski Drive to the Northern most intersection of Huffpuff Lane	25mph
Bluff Drive from the Northern most intersection of Huffpuff Lane to the end of city of right-of-way	20mph
Bradford Drive	15mph
Brookfield Lane	15mph
Burton Duenke Lane	40mph
Case Road from the right-of-way with Osage Beach Parkway to Sycamore Valley Drive	35mph
Case Road from Sycamore Valley Drive to the intersection of Lois Lane	25mph
Cayman Drive	15mph
College Boulevard from Bradford Drive to the end of the City right-of-way	15mph
College Boulevard from Bradford Drive to Columbia	30mph
Columbia Ave between the intersection with State Route D and the intersection with State Route 42	30mph
Dude Ranch Road-20 mph in both directions when school speed zone device is flashing Ordinance NO 16.08§ 2, 1-21-2016	
Dude Ranch Road from Nichols to the intersection of Darwin Drive	30mph
Hampton Circle	15mph
Hatchery Road from the right-of-way with Osage Beach Parkway through the Osage Beach City Park	15mph
Highway 42:	
Between Osage Beach Parkway and Columbia Ave	35mph

Between Columbia Avenue and City Limits	45mph
Larkspur Court	15mph
Lazy Days Road from right-of-way with Osage Beach Parkway to the end of City right-of-way	30mph
Maple Tree Circle	15mph
Meadow Lane *1	15mph
Nichols Road North from Osage Beach Parkway to the end of the City right-of-way	30mph
Nichols Road South from Osage Beach Parkway to the entrance of Lake of the Ozarks State Park	30mph
Osage Beach Parkway	45mph
Passover Road from Osage Beach Parkway to Wilson Road	30mph
Passover Road from Wilson Road to end of Passover Road	25mph
Passover Road North of Osage Beach Parkway to end of City right-of-way	25mph
Pebble Lane	15mph
State Route D	45mph
Sunset Drive from Bluff Drive for the first three-tenths (0.3) of a mile	30mph
Sunset Drive after the first three-tenths (0.3) of a mile from Bluff Drive	25mph
Swiss Village Road:	
From the City limits to Burton Duenke Lake	35mph
From Burton Duenke Lane to the eastern end of Swiss Village Road	25mph
Sycamore Valley Drive	40mph
Three Seasons Road between Mockingbird Lane and the City limits	30mph
Ord. No. 16.71§2, 9-1-2016	
Three Season Road between State Road KK and Mockingbird Lane	35mph
Ord. No. 16.71§2, 9-1-2016	
U.S. Highway 54 from the east corporate limits to a point three thousand six hundred (3,600) feet west of Highway KK and U.S. Highway 54 Interchange	65mph
U.S. Highway 54 from a point three thousand six hundred (3,600) feet west of Highway KK and U.S. Highway 54 Interchange to the west of corporate limits	60mph

*1 -Editor's Note: Former reference to the speed limit on Nichols Road, near the intersection with Dude Ranch Road, weekdays, from 7:00 a.m. to 4:30 p.m., enacted by Ord. No. 15.73 §1, 8-6-2015, which immediately followed, was repealed by §1 of Ord. No. 16.08.

Section 5. Effective Date.

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: September 5, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.61 was duly passed on
Aldermen of the City of Osage Beach. The votes thereon were as follows:

by the Board of

Ayes: # Nays: # Abstain: # Absent: #

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

Date

Tara Berreth, City Clerk

Approved as to form:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.61.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

1000 City Parkway
Osage Beach, MO 65065

Latitude: 0' 0.0000 South
Longitude: 0' 0.0000 East

COMBINED

Report for 7/29/2019 1:50:00 PM to Midnight

Vehicles	Peak Periods	
	AM	PM
	Time -	Time 03:45
107	Count -	Count 26
	PHF -	PHF 0.813

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	4	82	14	0	6	0	0	1	0	0	0	0	0	0
Percent	3.7	76.6	13.1	0.0	5.6	0.0	0.0	0.9	0.0	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 4 to 28+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	6	2	0	1	0	3	0	0	1	0	1	1	2	84
Percent	5.9	2.0	0.0	1.0	0.0	3.0	0.0	0.0	1.0	0.0	1.0	1.0	2.0	83.2

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	7	12	35	28	19	5	1	0	0	0	0	0	0	0
Percent	6.5	11.2	32.7	26.2	17.8	4.7	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	100	88	53	25	6	1	0	0	0	0	0	0	0	0
Percent	93.5	82.2	49.5	23.4	5.6	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	14	18	19	25	25	26	33	33	37

Average 26
(Mean)

Pace Speed 22-31
Number in 65
Pace
Percent in 60.7
Pace

COMBINED

Speed	Volum	e
8	1	
9	0	
10	1	
11	0	
12	0	
13	2	
14	1	
15	2	
16	2	
17	0	
18	4	
19	5	
20	1	
21	3	
22	10	
23	5	
24	4	
25	13	
26	7	
27	9	
28	4	
29	2	
30	6	
31	5	
32	3	
33	6	
34	2	
35	3	
36	0	
37	1	
38	3	
39	1	
40	0	
41	0	
42	0	
43	0	
44	1	

City of Osage Beach

1000 City Parkway
Osage Beach, MO 65065

Latitude: 0' 0.0000 South
Longitude: 0' 0.0000 East

COMBINED

Report for Tuesday, July 30, 2019

Vehicles	Peak Periods			
204	AM		PM	
	Time	10:15	Time	02:00
	Count	19	Count	22
	PHF	0.792	PHF	0.917

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	1	133	44	0	23	3	0	0	0	0	0	0	0	0
Percent	0.5	65.2	21.6	0.0	11.3	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 4 to 28+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	2	3	0	0	2	0	1	1	0	1	1	2	1	174
Percent	1.1	1.6	0.0	0.0	1.1	0.0	0.5	0.5	0.0	0.5	0.5	1.1	0.5	92.6

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	7	31	43	69	43	10	1	0	0	0	0	0	0	0
Percent	3.4	15.2	21.1	33.8	21.1	4.9	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	197	166	123	54	11	1	0	0	0	0	0	0	0	0
Percent	96.6	81.4	60.3	26.5	5.4	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	17	18	20	26	27	28	33	34	36

Average 27
(Mean)

Pace Speed 25-34
Number in 115
Pace
Percent in 56.4
Pace

COMBINED

Speed	Volum	e
7	1	
8	1	
9	1	
10	0	
11	0	
12	1	
13	0	
14	0	
15	3	
16	1	
17	7	
18	5	
19	10	
20	8	
21	9	
22	4	
23	11	
24	9	
25	10	
26	18	
27	9	
28	21	
29	9	
30	12	
31	6	
32	7	
33	10	
34	13	
35	7	
36	2	
37	4	
38	1	
39	1	
40	2	
41	0	
42	0	
43	1	

City of Osage Beach

1000 City Parkway
Osage Beach, MO 65065

Latitude: 0' 0.0000 South
Longitude: 0' 0.0000 East

COMBINED

Report for Wednesday, July 31, 2019

Vehicles	Peak Periods			
229	AM		PM	
	Time	10:45	Time	12:00
	Count	22	Count	27
	PHF	0.611	PHF	0.614

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	0	152	45	0	27	3	0	0	0	0	0	0	0	2
Percent	0.0	66.4	19.7	0.0	11.8	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.9

COMBINED GAP STATISTICS - 4 to 28+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	9	1	0	1	2	0	5	1	4	2	0	1	1	192
Percent	4.1	0.5	0.0	0.5	0.9	0.0	2.3	0.5	1.8	0.9	0.0	0.5	0.5	87.7

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	13	35	65	72	33	10	1	0	0	0	0	0	0	0
Percent	5.7	15.3	28.4	31.4	14.4	4.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	216	181	116	44	11	1	0	0	0	0	0	0	0	0
Percent	94.3	79.0	50.7	19.2	4.8	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	15	18	19	25	26	26	32	33	35

Average 25
(Mean)

Pace Speed 19-28
Number in 138
Pace
Percent in 60.3
Pace

COMBINED

Speed	Volum	e
4	1	
5	0	
6	0	
7	0	
8	1	
9	0	
10	0	
11	1	
12	2	
13	1	
14	3	
15	4	
16	5	
17	3	
18	5	
19	10	
20	12	
21	13	
22	9	
23	17	
24	15	
25	11	
26	16	
27	23	
28	12	
29	10	
30	11	
31	9	
32	6	
33	7	
34	8	
35	3	
36	3	
37	3	
38	1	
39	2	
40	1	
41	1	

City of Osage Beach

1000 City Parkway
Osage Beach, MO 65065

Latitude: 0' 0.0000 South
Longitude: 0' 0.0000 East

COMBINED

Report for Thursday, August 01, 2019, Midnight to 10:30 AM

Vehicles	Peak Periods			
88	AM		PM	
	Time	08:00	Time	-
	Count	26	Count	-
	PHF	0.650	PHF	-

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	0	60	17	0	10	1	0	0	0	0	0	0	0	0
Percent	0.0	68.2	19.3	0.0	11.4	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 4 to 28+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	2	0	1	0	1	0	1	1	0	2	0	1	0	71
Percent	2.5	0.0	1.3	0.0	1.3	0.0	1.3	1.3	0.0	2.5	0.0	1.3	0.0	88.8

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	3	7	29	26	15	7	0	1	0	0	0	0	0	0
Percent	3.4	8.0	33.0	29.5	17.0	8.0	0.0	1.1	0.0	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	85	78	49	23	8	1	1	0	0	0	0	0	0	0
Percent	96.6	88.6	55.7	26.1	9.1	1.1	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	18	20	21	26	27	28	34	35	37

Average 27
(Mean)

Pace Speed 21-30
Number in 55
Pace
Percent in 62.5
Pace

COMBINED

Speed	Volum e	
12	1	
13	1	
14	0	
15	1	
16	0	
17	0	
18	2	
19	3	
20	2	
21	4	
22	5	
23	7	
24	3	
25	10	
26	1	
27	4	
28	7	
29	9	
30	5	
31	2	
32	2	
33	4	
34	3	
35	4	
36	3	
37	1	
38	0	
39	1	
40	2	
41	0	
42	0	
43	0	
44	0	
45	0	
46	1	

City of Osage Beach

1000 City Parkway
Osage Beach, MO 65065

Latitude: 0' 0.0000 South
Longitude: 0' 0.0000 East

COMBINED

Report for 7/29/2019 1:50:00 PM to 8/1/2019 10:30:00 AM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	5	427	120	0	66	7	0	1	0	0	0	0	0	2
Percent	0.8	68.0	19.1	0.0	10.5	1.1	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.3

COMBINED GAP STATISTICS - 4 to 28+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	19	6	1	2	5	3	7	3	5	5	2	5	4	521
Percent	3.2	1.0	0.2	0.3	0.9	0.5	1.2	0.5	0.9	0.9	0.3	0.9	0.7	88.6

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	30	85	172	195	110	32	3	1	0	0	0	0	0	0
Percent	4.8	13.5	27.4	31.1	17.5	5.1	0.5	0.2	0.0	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	598	513	341	146	36	4	1	0	0	0	0	0	0	0
Percent	95.2	81.7	54.3	23.2	5.7	0.6	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	16	18	20	25	26	27	33	34	36

Average 26
(Mean)

Pace Speed 21-30
Number in 367
Pace
Percent in 58.4
Pace

COMBINED

Speed	Volum	e
4	1	
5	0	
6	0	
7	1	
8	3	
9	1	
10	1	
11	1	
12	4	
13	4	
14	4	
15	10	
16	8	
17	10	
18	16	
19	28	
20	23	
21	29	
22	28	
23	40	
24	31	
25	44	
26	42	
27	45	
28	44	
29	30	
30	34	
31	22	
32	18	
33	27	
34	26	
35	17	
36	8	
37	9	
38	5	
39	5	
40	5	
41	1	
42	0	
43	1	
44	1	
45	0	
46	1	

Table I-A Speed Limits.

[R.O. 2006 Sch. I; Ord. No. 85.25 §1, 9-12-1985; Ord. No. 86.10 §§1 — 2, 3-13-1986; Ord. No. 93.12 §1, 3-4-1993; Ord. No. 93.26 §2, 3-3-1994; Ord. No. 94.27 §1, 7-21-1994; Ord. No. 95.56 §1, 12-7-1995; Ord. No. 99.19 §2, 8-19-1999; Ord. No. 05.26 §1, 7-7-2005; Ord. No. 08.23 §1, 11-6-2008; Ord. No. 10.16 §§1 — 2, 4-19-2010; Ord. No. 10.43 §1, 8-12-2010; Ord. No. 10.50 §1, 9-17-2010; Ord. No. 10.58 §§1 — 2, 10-12-2010; Ord. No. 10.73 §§1 — 2, 11-5-2010; Ord. No. 10.79 §§1 — 2, 12-3-2010; Ord. No. 11.41 §§1 — 2, 6-16-2011; Ord. No. 11.66 §§1 — 5, 11-3-2011; Ord. No. 12.01 §1, 1-6-2012; Ord. No. 12.27 §§1 — 3, 8-2-2012]

In accordance with the provisions of Chapter 320 and when signs are erected giving notice thereof, it shall be unlawful for any person to drive a vehicle at a speed in excess of the speeds listed below on the streets as designated.

Street	Speed Limit
Airport Road from right-of-way with Highway 54 Osage Beach Parkway to the intersection of Arrow Road to the southeast corner of Camden County parcel number 08-05-22-01-07 on City right-of-way	30 mph
Barry Prewitt Memorial Drive between the intersection with Osage Beach Parkway and the intersection with State Route D and Columbia Avenue	30 mph
Bentwood Drive	15 mph
Bluff Drive from the right-of-way with Osage Beach Parkway to the intersection of Ski Drive southeast corner of Camden County parcel number 08-01-1-1-03-1.001	30 mph
Bluff Drive from the Intersection of Ski Drive to the Northern most intersection of Huffpuff Lane	25 mph
Bluff Drive from the Northern most intersection of Huffpuff Lane to the end of city right of way	20 mph
Bradford Drive	15 mph
Brookfield Lane	15 mph
Burton Duenke Lane	40 mph
Case Road from the right-of-way with Highway 54 Osage Beach Parkway to Sycamore Valley Drive	35 mph
Case Road from Sycamore Valley Drive to the intersection of Lois Lane the northeast corner of Camden County parcel number 08-01-11-08-08 on City right-of-way	30 25 mph
Cayman Drive	15 mph
College Boulevard from Bradford Drive to the end of the City right-of-way	15 mph
College Boulevard from Bradford Drive to Columbia	30 mph
Columbia Avenue between the intersection with State Route D and the intersection with State Route 42	30 mph
Dude Ranch Road [Ord. No. 16.08 §2, 1-21-2016]	20 mph in both directions when school speed zone device is flashing
Dude Ranch Road from Nichols to the intersection of Darwin Drive the northwest corner of Camden County parcel number 08-01-11-02-36	30 mph
Hampton Circle	15 mph
Hatchery Road from the right-of-way with Osage Beach Parkway through the Osage Beach City Park	15 mph
Highway 42:	

Street	Speed Limit
Between Osage Beach Parkway and Columbia Avenue	35 mph
Between Columbia Avenue and City limits	45 mph
Larkspur Court	15 mph
Lazy Days Road from right-of-way with Highway 54 Osage Beach Parkway to the end of City right of way northwest corner of Camden County parcel number 08-05-22-02-26	30 mph
Maple Tree Circle	15 mph
Meadow Lane [1]	15 mph
Nichols Road North from Highway 54 Osage Beach Parkway to the end of the City right-of-way	30 mph
Nichols Road South from Osage Beach Parkway to the entrance of Lake of the Ozarks State Park	25 mph
Osage Beach Parkway	45 mph
Osage Beach Parkway South	45 mph
Passover Road from Highway 54 Osage Beach Parkway to Wilson Road	30 mph
Passover Road from Wilson Road to end of Passover Road	25 mph
Passover Road North of Osage Beach Parkway to end of City right of way	25 mph
Pebble Lane	15 mph
State Route D	45 mph
Sunset Drive from Bluff Drive to the northeast corner of Camden County parcel number 08-01-1.2-02-06 on City right-of-way for the first three tenths (0.3) of a mile	30 mph
Sunset Drive from Bluff Drive to the northeast corner of Camden County parcel number 08-01-1.2-02-06 on City right-of-way. A fter the first three-tenths (0.3) of a mile from Bluff Drive	25 mph
Swiss Village Road:	
From the City limits to Burton Duenke Lane	35 mph
From Burton Duenke Lane to the eastern end of Swiss Village Road	25 mph
Sycamore Valley Drive	40 mph
Three Seasons Road between Mockingbird Lane and the City limits [Ord. No. 16.71 §2, 9-1-2016]	30 mph
Three Seasons Road between State Road KK and Mockingbird Lane [Ord. No. 16.71 §1, 9-1-2016]	35 mph
Three Seasons Road from the City limits to the City limits	30 mph
U.S. Highway 54 from the east corporate limits to a point three thousand six hundred (3,600) feet west of Highway KK and U.S. Highway 54 Interchange	65 mph
U.S. Highway 54 from a point three thousand six hundred (3,600) feet west of Highway KK and U.S. Highway 54 Interchange to the west corporate limits	60 mph
[1] Editor's Note: Former reference to the speed limit on Nichols Road, near the intersection with Dude Ranch Road, weekdays from 7:00 A.M. to 4:30 P.M., enacted by Ord. No. 15.73 §1, 8-6-2015, which immediately followed, was repealed by §1 of Ord. No. 16.08.	

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Nicholas Edelman
Presenter: Nicholas Edelman
Date Submitted: September 6, 2019

Agenda Item:

Bill 19-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-012 Woodland Shores Overlay to Capital Paving & Construction, LLC in an amount not to exceed \$9,988.20.

Requested Action:

Second Reading of Bill #19-63

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases if fewer than three (3) proposals from qualified vendors are received per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - We would like to restore this homeowners property and road in front of their house before winter season.

Budgeted Item:

Yes

Budget Line Item/Title: 20 00-773223 Mace Road

FY19 Budgeted Amount:	\$487,422.00
Expenditures to Date (08/16/19):	(\$246,206.74)
Available:	\$241,215.26
Requested Amount:	\$9,988.20

Department Comments and Recommendation:

This project is to overlay a portion of Woodland Shores near 1219 Woodland Shores. This work was going to be done as a change order in the Mace Road contract. This is to repair the work

under Mace Road contract. It was decided to end that contract and proceed with this work under a separate contract.

We had one bidder for this work. It was from Capital Paving and Construction LLC in the amount of \$9,988.20.

We have done work with Capital Paving and Construction in the past with good results.

The Public Works Department recommends approval of this bill.

City Attorney Comments:

Per City Code 110.230, Bill 19-63 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on September 5, 2019.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-012 WITH CAPITAL PAVING CONSTRUCTION LLC FOR WOODLAND SHORES OVERLAY

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-012 with Capital Paving and Construction LLC for Woodland Shores Overlay, under substantially the same terms as set forth in the draft contract attached here to as ("Exhibit A").

Total expenditures or liabilities authorized under this contract shall not exceed Nine Thousand, Nine Hundred Eighty-Eight Dollars and 20/100 dollars (\$9,988.20)

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 on and after date of passage and approval of the Mayor.

READ FIRST TIME: September 5, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.63 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.63.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

WOODLAND SHORES OVERLAY

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Capital Paving & Construction, LLC** a Limited Liability Company of Jefferson City, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

WOODLAND SHORES OVERLAY

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Nine thousand nine hundred eighty-eight dollars and twenty cents (\$9,988.20)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Fourteen (14) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

WOODLAND SHORES OVERLAY

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he/she is the _____ of Capital
Paving & Construction, LLC and acknowledged to me that he/she executed said instrument in behalf of said Limited
Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

WOODLAND SHORES OVERLAY

BID FORM

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

Gentlemen:

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

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

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

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

No. _____ Dated _____
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

Woodland Shores Overlay CONTRACT SCHEDULE					
Item	Estimated Quantity	Unit	Description	Unit Price	Price
1	1	LS	Mobilization	\$ 770. ⁰⁰	\$ 770. ⁰⁰
02096					
2	44	Tons	3" Bituminous Pavement	\$ 164. ⁰⁵	\$ 7,218. ²⁰
02740					
3	1	LS	Force Account Work	Contingent Sum	\$ 2,000
01800					
TOTAL BID				\$	9,988. ²⁰

TOTAL BID IN WRITING: _____

Nine thousand nine hundred eighty-eight dollars + ²⁰/₁₀₀ cents

WOODLAND SHORES OVERLAY

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

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

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

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

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

Dated at Jefferson City, Mo this 9th day of August, 2019

LICENSE or CERTIFICATE NUMBER, if applicable 03781

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No. _____

.....

WOODLAND SHORES OVERLAY

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION:

Capital Paving & Construction LLC
Name of Corporation

By

[Signature]
Signature & Title

Edward M Welsh
Typed or Printed Name

ATTEST:

[Signature]
Secretary or Assistant Secretary Signature

Mike Huff
Typed or Printed Name

No Seal
(CORPORATE SEAL)

Business Address of Bidder: _____

PO Box 104960

Jefferson City Mo 65110

Telephone No. 573-635-6229

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Missouri

Name and Address of its: President _____

Mike Farmer

PO Box 104960, Jefferson City Mo 65110

Secretary _____

Mike Huff

PO Box 104960, Jefferson City Mo 65110

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Nicholas Edelman
Presenter: Jeana Woods, City Administrator
Date Submitted: September 6, 2019

Agenda Item:

Bill 19-64 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-013 Woodland Shores Trash Enclosure to Lake Central Fence, LLC in an amount not to exceed \$2,384.68.

Requested Action:

Second Reading of Bill #19-64

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases if fewer than three (3) proposals from qualified vendors are received per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 20 00-773223 Mace Road

FY19 Budgeted Amount:	\$487,422.00
Expenditures to Date (08/16/19):	(\$246,206.74)
Available:	\$241,215.26
Requested Amount:	\$2,384.68

Department Comments and Recommendation:

This project is to install a fence around Woodland Shore's Trash Dumpster. This item was not included in the original bid. The contractor did not want to change order the Mace Road contract.

We only received one bid. The low bidder is Lake Central Fence, LLC.

We have done work with Lake Central Fence in the past.

The Public Works Department recommends approval of this bill.

City Attorney Comments:

Per City Code 110.230, Bill 19-64 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on September 5, 2019.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-013 WITH CENTRAL FENCE, LLC FOR WOODLAND SHORES TRASH ENCLOSURE.

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

Section 1. I The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-013 with Lake Central Fence LLC for Woodland Shores Trash Enclosure, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Total Expenditures or liability authorized under this contract shall not exceed Two Thousand, Three Hundred Eighty-Four dollars and 68/100 dollars (\$2,384.68).

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: September 5, 2019

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.64 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.64.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

WOODLAND SHORES TRASH ENCLOSURE

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Lake Central Fence, LLC a Limited Liability Company of Laurie, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, in accordance with the contract documents and the said plans and specifications; and

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

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

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

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

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

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

WOODLAND SHORES TRASH ENCLOSURE

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two thousand three hundred eighty-four dollars and sixty-eight cents (\$2,384.68)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Fourteen (14) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

WOODLAND SHORES TRASH ENCLOSURE

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he/she is the _____ of Lake
Central Fence, LLC and acknowledged to me that he/she executed said instrument in behalf of said Limited Liability
Company and acknowledged to me that he/she executed the same for the purposes therein stated.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Mike Welty, Assistant City Administrator
Cindy Leigh, Human Resource Generalist
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: September 13, 2019

Agenda Item:

Bill 19-58 An ordinance of the City of Osage Beach, Missouri, amending the Human Resources System (Personnel) Rules and Regulations Chapter 125 Section 125.200. D. 3 Safety and Section 125.230. A. A Supplements policies - *First Reading*

Requested Action:

First Reading of Bill #19-58

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

Department Comments and Recommendation:

UPDATE:

Per the direction that I received at the previous Board meeting I have modified both the Safety Policy(#5 in the Motor Vehicle Operations Policy section as well as the Motor Vehicle Safety Checklist) and the Mobile Device Policy (Section #7 Safety and Security a.) to allow employees to use hands free technology and clarified exemptions.

ORIGINAL COMMENTS:

Changes are needed to the Supplemental policies section of Chapter 125, the Information Technology Acceptable Use policy, the Safety Policy, and the Mobile Device policy in order to comply with MoDOT's buckle up phones down initiative.

The changes presented here provide more direction concerning the rules that govern the use of mobile devices. They further prohibit the use of such devices while driving or operating equipment and provide clarity on use and the back up of devices while doing City business. There were also a few other minor changes and updates made to some of these policy to ensure that they clear state the City's expectation.

The Assistant City Administrator and HR recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 19-58 is in correct form.

City Administrator Comments:

Employee safety is a priority. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS CHAPTER 125 SECTION 125.200 D. 3 SAFETY AND SECTION 125.230 A. SUPPLEMENTS POLICIES.

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

Section 1. That the City of Osage Beach Section 125.200 Employee Health and Safety of the Osage Beach Municipal code is hereby amended as follows:

D. Safety.

1. The City of Osage Beach recognizes the importance of individual health and safety and the protection of the environment for the successful operation of the City. As an organization, we are committed to conducting our operations safely and to preventing loss, whether it be injury or illness to people, damage to property or interruption of business process, we strive to provide all the employees with the best possible working conditions. We will make every reasonable effort to provide guidance and assistance to eliminate or control occupational and environmental hazards associated with the operation of the City.
2. Employment with the city requires that all employees accept responsibility for their own safety. City employees will make every effort to prevent destruction of City property, equipment and materials and to extend the same effort of protection of property and materials of the general public.
3. To accomplish our goal of individual health and safety, protection of the environment, individual attitudes, practices and continued cooperation are key to sustain and support our safety program. City employees should follow all reasonable safe practices and City will provide the necessary tools, guidance and assistance for accomplishment. Refer to Safety Policy dated ~~08/03/17~~ 09/19/19.

Section 2. That the City of Osage Beach Section 125.230 Supplemental Policies of the Osage Beach Municipal code is hereby amended as follows:

A. Supplemental Employee-Related Policies.

1. Americans with Disabilities Act (ADA) Policy dated 03/15/12
2. Information Technology Acceptable Use Policy dated ~~04/06/19~~ 09/19/19

3. Facility Access Policy dated 04/06/217

4. Vehicle and Equipment Policy Dated 01/01/10.

5. Tool Policy - Department of Public Works dated 01/01/10.

6. ~~Cell Phone~~ Mobile Device Policy dated ~~04/06/17~~ 09/19/19

B. A copy of each of these policies are held on file in the City Hall and made part of hereof as it fully set forth herein.

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 unconstitutionally 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, that part of the ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance this 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 not 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 the date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.58 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.58.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

SUMMARY OF CHANGES TO SECTION 125.200 and 125.230 Proposed September 5, 2019

Section 125.200 Employee Health and Safety.

D. Safety.

1. The City of Osage Beach recognizes the importance of individual health and safety and the protection of the environment for the successful operation of the City. As an organization, we are committed to conducting our operations safely and to preventing loss, whether it be injury or illness to people, damage to property or interruption of business process, we strive to provide all the employees with the best possible working conditions. We will make every reasonable effort to provide guidance and assistance to eliminate or control occupational and environmental hazards associated with the operation of the City.
2. Employment with the City requires that all employees accept responsibility for their own safety. City employees will make every effort to prevent destruction of City property, equipment and materials and to extend the same effort of protection of property and materials of the general public.
3. To accomplish our goal of individual health and safety, protection of the environment, individual attitudes, practices and continued cooperation are key to sustain and support our safety program. City employees should follow all reasonable safe practices and the City will provide the necessary tools, guidance and assistance for accomplishment. Refer to Safety Policy dated ~~08/03/17~~ 10/03/19.

Section 125.230. Supplemental Policies.

A. Supplemental Employee-Related Policies.

1. Americans with Disabilities Act (ADA) Policy dated 03/15/12.
 2. Information Technology ~~Acceptable Use~~ Policy dated ~~04/06/17~~ 10/03/19.
 3. Facility Access Policy dated 04/06/17.
 4. Vehicle and Equipment Policy dated 01/01/10.
 5. Tool Policy — Department of Public Works dated 01/01/10.
 6. ~~Cell Phone~~ **Mobile Device** Policy dated ~~04/06/17~~ 10/03/19.
- B. A copy of each of these policies are held on file in City Hall and made a part hereof as it fully set forth herein.



CITY OF OSAGE BEACH SAFETY POLICY

CITY OF OSAGE BEACH SAFETY POLICY

City of Osage Beach Safety Policy Statement

The City of Osage Beach recognizes the importance of individual health and safety and the protection of the environment for the successful operation of the City. As an organization, we are committed to conducting our operations safely and to preventing loss, whether it be injury or illness to people, damage to property or interruption of business process, we strive to provide all the employees with the best possible working conditions. We will make every reasonable effort to provide guidance and assistance to eliminate or control occupational and environmental hazards associated with the operation of the City.

Employment with the City requires that all employees accept responsibility for their own safety. City employees will make every effort to prevent destruction of City property, equipment and materials and to extend the same effort of protection of property and materials of the general public.

To accomplish our goal of individual health and safety and protection of the environment, individual attitudes, practices and continued cooperation are key to sustain and support our safety program. City employees should follow all reasonable safe practices and the City will provide the necessary tools, guidance and assistance for accomplishment.

Duties of the Risk Management Committee

The Risk Management Committee, formerly the Safety Committee, will be directed by the City Administrator's Office and will be represented by that office as well as by all Department Managers. The committee will be responsible for evaluating the safety needs of the City and implementing rules, procedures and programs to maintain a safe and healthful work environment. The duties include, but are not limited to:

1. Conduct regular inspections of the City facilities, vehicles and equipment to identify and eliminate hazardous conditions and unsafe work methods and recommend corrective actions. Conduct more frequent inspections as accidents warrant.
2. Become familiar with all job operations to the degree that safety concerns and issues can be handled appropriately.
3. Review all accidents, incidents and near misses reported to determine what recommendations, if any, need to be implemented to avoid similar accidents or incidents in the future.
4. Review accidents for trends and make recommendations as needed.
5. Promote City and Department safety awareness by establishing specific safety performance objectives, rules, procedures and programs for preventing and handling safety issues and coordinating training and education on such matters.

Communication with Department Managers and Supervisors shall be done regularly to establish awareness of the committee's safety discussions, recommendations and improvements and to allow positive feedback and interaction.

Duties of Safety Coordinator

The City Administrator shall serve as the Safety Coordinator and therefore is the City of Osage Beach's representative in all safety issues and activities. The duties include, but are not limited to the following:

1. Holds the responsibility of evaluating the accident prevention needs of the city and hold direction of the development and implementation of safety programs to control exposures of potential accident situations.
2. Provide the leadership and direction needed to assure and maintain full employee interest and participation.
3. Become familiar with all job operations to the degree that safety concerns and issues can be handled appropriately.
4. Organize the Risk Management Committee, conduct meetings, encourage training and participation.
5. Establish procedures, safety performance objectives and investigation analysis.
6. Advise and update Mayor and Board of Aldermen on the development and progress of the safety program.

Duties of Department Managers and Supervisors

All Department Managers and Supervisors are held responsible and accountable for the prevention and/or elimination of accidents within their respective departments and the enforcing of all safety rules and regulations as outlined in this program. These individuals will be responsible for the following:

1. Instill safety awareness in each employee through personal contacts and periodic department safety meetings
2. Immediate investigation, reporting and proper treatment of ALL accidents and incidents and assess prevention of recurrence.
3. Enforcement of all written and existing safety rules. Assist the Risk Management Committee through participation and implementation of additional rules and policies as needed.
4. Take prompt and corrective action whenever unsafe conditions and/or human errors are noted.
5. Use prompt and consistent disciplinary actions in response to negligence and fault.
6. Set an example for your department and train and re-train employees, new and old, on the safety rules and policies.
7. Perform department inspections on a regular basis and evaluate your department for compliance in conjunction with annual evaluations.
8. Complete and maintain all required safety forms for your department

Duties of Employees

The employee must accept responsibility for his/her own safety. Individual attitudes and practices are the key to the success of the safety program. Each employee has to assume certain duties to obtain on-the-job safety. The following is a list of duties include, but not limited to:

1. Maintain cleanliness and good personal health habits.
2. Know his/her job, always using personal protective equipment, and applying safe work practices at all times.
3. Actively participating and cooperating in the overall safety program.
4. Report ALL accidents and incidents, no matter how minor to immediate supervisor.
5. Recognizing and reporting hazardous conditions and unsafe environments inside and outside of work.
6. Informing the supervisor of hazardous conditions and unsafe practices inside the workplace and recommending how to eliminate or minimize each hazard.
7. Identify and report any hazards outside the workplace, which could possibly cause injury to the public.

Employee Orientation

The purpose of safety training is to teach employees how to recognize, avoid and prevent unsafe and unhealthful working conditions. Therefore, employees work safer, reduce injuries and keep workers' compensation costs down. This training starts on the employee's first day of work or whenever an employee changes jobs within the City.

1. Orientation and introduction:
 - a. Emphasize the City's commitment to a safe and healthy work environment. Review safety procedures and policies.
 - b. Introduction to fellow employees, working conditions and work procedures. Develop employee confidence and interest in working environment.
 - c. Tour of department facilities, first aid, fire extinguishers, restrooms, break area and correct parking area.
2. Demonstration and On-The-Job Training:
 - a. Demonstrate and explain exact job responsibilities.
 - What the job involves, who is involved
 - Where the job is located
 - How the job fits into the overall operation
 - b. Review safety policies and procedures for the specific job.
3. Observation:
 - a. Determine if correct and safe precautions and methods are being administered, this is completed through observation and inspection.
 - b. Set a good example and high goals.

General Safety Policy

1. Safe Working Habits
 - a. Plan your job ahead of time. Acquire correct tools, protective gear and plan your steps.
 - b. Work at a steady pace. Running on stairs or passageways is prohibited.
 - c. Practice good housekeeping. Keep equipment, tools, materials and work areas clean and orderly.
 - d. Practice good personal hygiene. Keep fit for the job by good health habits, proper meals, sufficient rest, proper and acceptable clothing wear and cleanliness.
 - e. Know your job and responsibilities
2. General Work Environment
 - a. Report Accidents. Report all accidents, no matter how minor, to your supervisor.
 - b. Unsafe conditions. All employees should report all unsafe conditions, damaged tools, defective equipment and improper work practices to their supervisors as soon as noted.
 - c. Horseplay. Serious accidents have occurred by way of practical jokes. Do not let friendships and familiarities grow into careless “horseplay”, it is prohibited.
 - d. Lifting and carrying loads. Bend your knees and lift with your legs. Carry loads safely with a clear sight in front of you. Keep loads light and inform others of your actions. Ask for help, don’t risk injury.
 - e. Climbing. Use only ladders that are in good working order. Proper placement, climbing and standing on ladders is required.
 - f. Severe weather conditions. During certain seasons, rain, snow, ice and extreme heat can present additional hazards. Use caution outside, for example, on steps, sidewalks and walkways, when conditions arise.
 - g. Fire and emergency procedures. Know the escape routes, where to go and what action to take.

Office/Building Safety Policy and Procedures

It is estimated that nearly 30% of all compensable injuries occur in the office setting. The following is the City's guidelines and procedures for office safety. These must be followed to preserve a safe office environment.

1. Office/Building Layout
 - a. Offices, as well as all building areas, should be laid out for efficiency and safety.
 - b. Desks should be facing the best direction for that particular operation.
 - c. Heavy equipment and files should be placed against a wall and ideally fastened together to prevent tipping.
 - d. Floor finishes have anti-slip qualities. Damaged carpet must be repaired to prevent accidents.
 - e. All passageways should be unobstructed. Waste baskets, cords, file drawers should not be allowed to obstruct any passageway.
 - f. Outlets and other wiring should be located as close to the desks as possible.
2. Office Equipment
 - a. Chairs should be comfortable and sturdy built. Height should be adjustable for comfort level. The base of the furniture must be wide enough to prevent easy tipping.
 - b. Desks and files: Exercise caution when opening spring-loaded typing tables on desks. Items must be inspected for burrs or sharp corners, which must be protected or removed.
 - c. Fans: Units should have a substantial base. The blades must be well guarded in front and back to prevent fingers from being caught.
 - d. Single or multi-copy and other office machines: Employees must be trained in the operation of ALL office machines. All machines must be grounded, well-guarded and interlocked so removal of a guard will halt operation.
3. Office/Building Safety Procedures
 - a. Office Machines:
 1. The use of extension cords is prohibited. Prevent machines from falling by using proper rubber feet or a non-slip pad placement.
 2. Machine and/or computer cords should be run to the back of the desks and those that have to cross the floor must have a rubber channel for safety.
 3. All cords should be inspected regularly and repaired or replaced as soon as possible as needed.
 4. Any machine giving a shock, appears defective, smokes or sparks, must be turned off immediately and notification of the supervisor is to be made. Disconnect by pulling plug, not the cord itself. Never clean your machine while in operation.
 - b. Running should not be allowed anywhere.
 - c. Good housekeeping is essential to prevent falls. Wipe up spilled liquids and pick up loose items immediately.

- d. Doors can be hazardous due to traffic coming from both sides. Prevent these collisions by standing out of the path of the swing of the door when it opens. Be cautious of the swing of each door when walking by or to the door.
- e. Habits that lead to chair falls must be discontinued. The following is a list:
 - 1. Scooting across the floor while sitting on a chair.
 - 2. Leaning out from a chair to pick up objects on the floor.
 - 3. Leaning backward in a chair and putting feet on the desk.
 - 4. Standing on a chair to reach an overhead object.
 - 5. Sitting down on the edge of a chair rather than in the middle.
 - 6. Pushing back in the chair too far without looking.
 - 7. Kicking a chair out from under another person when he/she is attempting to sit down.
- f. Use precautions when operating file cabinets:
 - 1. Open only one file drawer at a time to prevent the cabinet from tipping over.
 - 2. Warn others around you that you are working at the file cabinets to prevent them from striking an open door, etc.
 - 3. Climbing on an open drawer is prohibited. Stools should be used to facilitate access to top drawers, shelves, etc. Stools must be placed in a location out of the path of traffic.
 - 4. All file drawers must be closed immediately after use.
 - 5. Use hands to close drawers rather than other parts of the body. Take caution not to cut, pinch or harm your fingers in any way.
 - 6. The use of rubber gloves may be worn to prevent finger injuries.
- g. Take precaution when storing materials:
 - 1. To prevent a tripping hazard, nothing should be stored in an aisle.
 - 2. The heaviest and largest stored items should be stored on bottom or lower rack.
 - 3. Stack material neatly on shelves.
 - 4. Boxes, papers, card index file, books and other heavy objects should not be stored on file cabinets, desks, window ledges or other high places.
 - 5. Use caution when placing items for storage or for regular use so as not to create a falling hazard.
- h. When carrying objects, make sure there is clear view ahead, one hand should be available to prevent a fall, and a cart or dolly should be used to carry all heavy items.
- i. Stairs:
 - 1. Do not run on the stairs.
 - 2. Walk single file always staying to the right.
 - 3. Always use the handrails.
 - 4. Do not crowd or push
 - 5. Pay attention to your walking
 - 6. Do not congregate on stairs or landings
 - 7. Do not stand outside doors at the head or foot of stairways.

- j. Miscellaneous:
 - 1. Items such as razor blades, thumbtacks or other sharp objects left lying on top of furniture or thrown in drawers, should be carefully boxed or stored to prevent injury.
 - 2. Do not store pencils or pens in a container point up.
 - 3. Never spindle or 'spike' files in an office.
- 4. Fire Prevention
 - a. Waste containers ideally should be of metal or fire-safe tested material designed to contain fire.
 - b. Flammable fluids:
 - 1. Should be stored in metal cabinets away from the office area.
 - 2. Solvent soaked, or oily rags used to clean items should be kept in a sealed metal container.
 - 3. No smoking should be allowed within ten (10) feet of flammable fluids.
 - c. Smoking is allowed in designated areas only.
 - d. Do not empty ashtrays or throw cigarettes or matches into wastebaskets.
 - e. Procedures must be followed regarding office equipment shut off at the end of the workday to prevent electrical equipment from overheating.
 - f. In case of a fire, Fire Escape routes for all City buildings should be known and understood.
- 5. Tornado Procedures
 - a. Follow the City Hall, Public Works, and Airport procedures to secure and enhance safety for employees and customers during tornado warnings.
 - b. Employees need to know what to do if the outdoor warning sirens are activated.

Fire Escape Procedure for City Hall

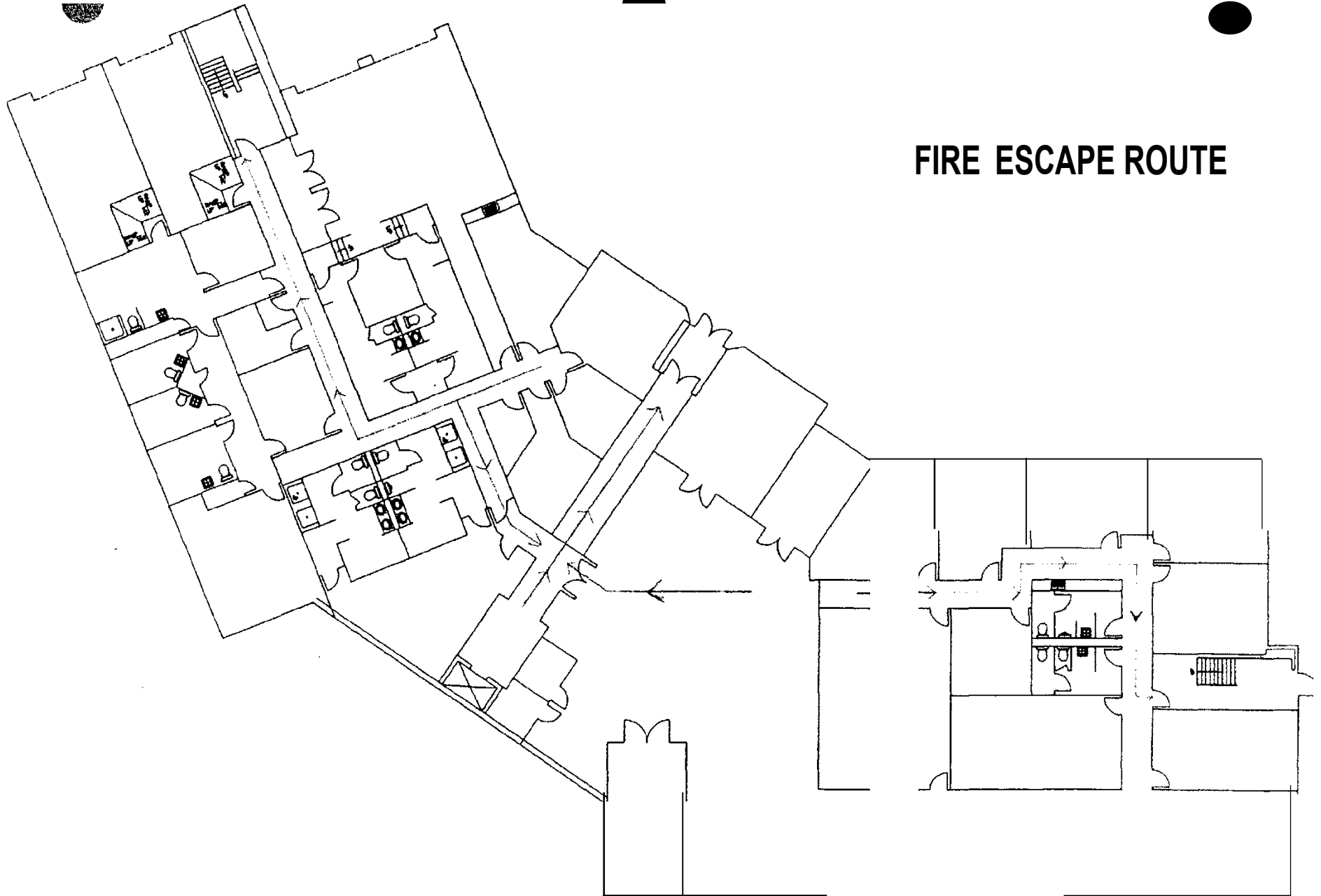
The purpose of this procedure is to provide a safe fire escape route to enhance the safety of employees and customers in City Hall during a fire. It is the City's objective that all employees know how to activate the fire alarms and know what to do if the fire alarms are activated during City Hall business hours, and that employees follow the procedures described herein for their personal safety.

In the event that a fire is discovered or suspected, the immediate supervisor/Department Manager is to be notified immediately and proper authorities are called. Fire alarm trip boxes are located at each outdoor exit. Fire extinguishers are located in various locations throughout the building. Their use and location should be known to all employees.

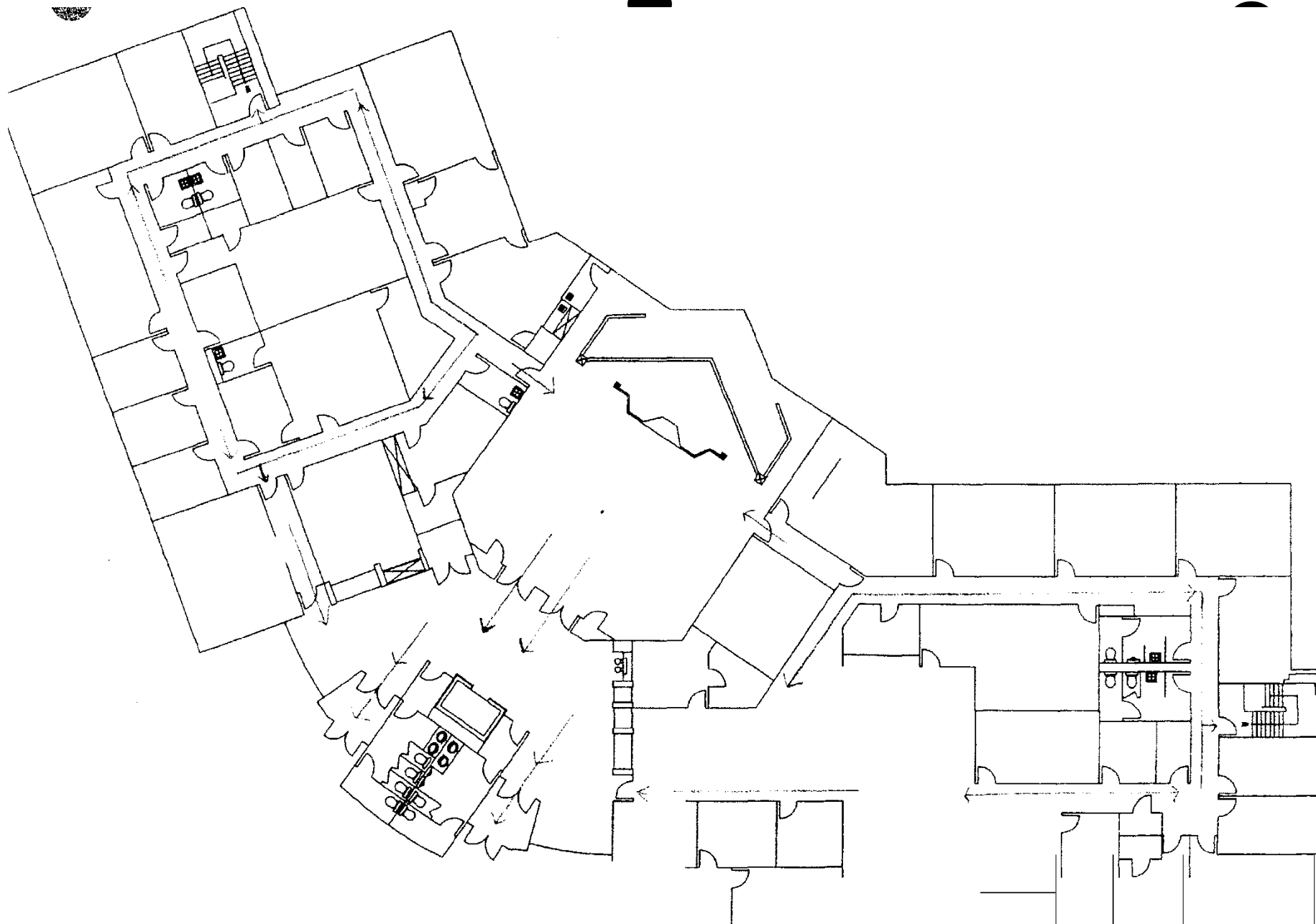
In the event that the fire alarm is activated during business hours, the following procedures are established:

- ☐ All employees are requested to proceed to the closest exit and meet in a group at the north side of the building. See Fire Escape Route for City Hall.
- ☐ In the event that an employee(s) are assisting visitors/customers, the employee(s) are to assist the visitors/customers out the nearest exit.
- ☐ Employees are requested to close office doors (if applicable), secure currency or other necessities as time permits.
- ☐ The senior staff member in the City Clerk's Office shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - o Assuring that City employees who are conducting business with a customer at the time the sirens are activated escort their customer(s) to the nearest exit.
 - o Maintain a written log containing the names of all employees congregated outside the building for verification.
 - o Maintain a written log of all visitors/customers congregated outside the building.
 - o Keeping employees and customers/visitors in the designated area until authority's state otherwise.
- ☐ In the event that prisoners are housed in the City jail, the Evidence Technician or an alternate employee designated by the Police Command Officer on duty shall assist the prisoner(s) to the nearest exit in appropriate fashion.
- ☐ Employees and customers/visitors are requested to avoid use of the elevator.

FIRE ESCAPE ROUTE



CITY HALL LOWER LEVEL PLAN



UPPER LEVEL PLAN CITY HALL

Fire Escape Procedure for the Public Works Facility

The purpose of this procedure is to provide a safe fire escape route to enhance the safety of employees and customers in Public Works Facility during a fire. It is the City's objective that all employees know what to do if a fire occurs at Public Works during business hours, and that employees follow the procedures described herein for their personal safety.

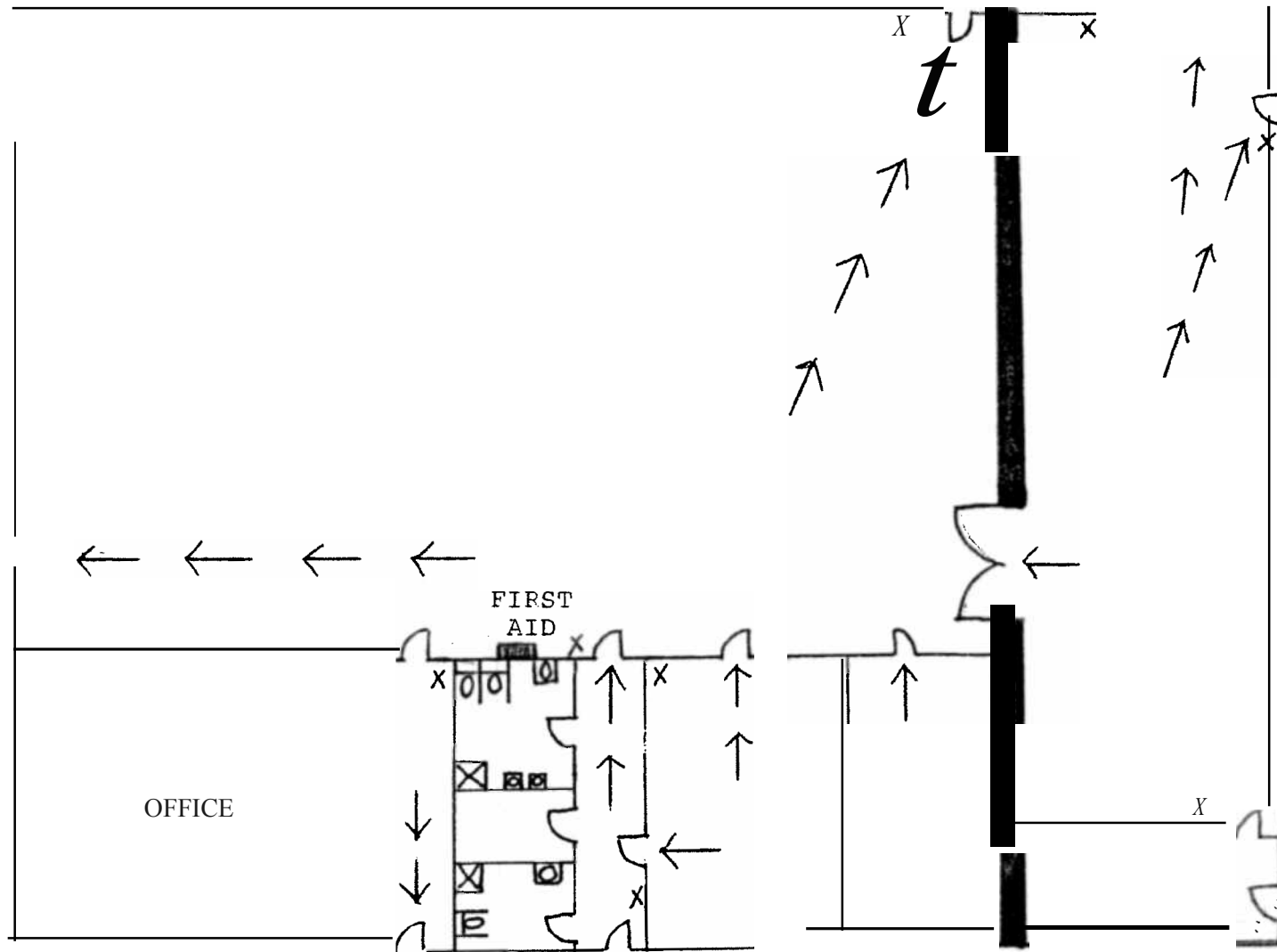
In the event that a fire is discovered or suspected, the immediate supervisor/Department Manager is to be notified immediately and proper authorities are called. Fire extinguishers are located in various locations throughout the building. Their use and location should be known to all employees.

In the event that the fire alarm is activated during business hours, the following procedures are established:

- All employees are requested to proceed to the closest exit and meet in a group in the front side of the building in the parking lot. See Fire Escape Route for Public Works Facility.
- In the event that an employee(s) are assisting visitors/customers, the employee(s) are to assist the visitors/customers out the nearest exit.
- Employees are requested to close office doors (if applicable), secure currency or other necessities as time permits.
- The senior staff member in the Public Works Facility shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Assuring that City employees who are conducting business with a customer at the time the sirens are activated escort their customer(s) to the nearest exit.
 - Maintain a written log containing the names of all employees congregated outside the building for verification.
 - Maintain a written log of all visitors/customers congregated outside the building.
 - Keeping employees and customers/visitors in the designated area until authority's state otherwise.

X FIRE EXTINGUISHERS

FIRE ESCAPE ROUTE Public Works Facility



Fire Escape Procedure for the Grant Glaize Airport Facility

The purpose of this is to provide a safe fire escape route to enhance the safety of employees and customers in Grand Glaize Airport Facility during a fire. It is the City's objective that all employees know what to do if a fire occurs during the Grand Glaize Airport business hours, and that employees follow the procedures described herein for their personal safety.

In the event that a fire is discovered or suspected, the immediate supervisor/Department Manager is to be notified immediately and proper authorities are called. Fire extinguishers are located in various locations throughout the building. Their use and location should be known to all employees.

In the event that the fire alarm is activated during business hours, the following procedures are established:

- All employees are requested to proceed to the closest exit and meet in a group in the front side of the building in the parking lot.
- In the event that an employee(s) are assisting visitors/customers, the employee(s) are to assist the visitors/customers out the nearest exit.
- Employees are requested to close office doors (if applicable), secure currency or other necessities as time permits.
- The senior staff member in the Grand Glaize Facility shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Assuring that City employees who are conducting business with a customer at the time the sirens are activated escort their customer(s) to the nearest exit.
 - Maintain a written log containing the names of all employees congregated outside the building for verification.
 - Maintain a written log of all visitors/customers congregated outside the building.
 - Keeping employees and customers/visitors in the designated area until authority's state otherwise.

Fire Escape Procedure for the Grant Glaize Airport Facility

The purpose of this is to provide a save fire escape route to enhance the safety of employees and customers in Lee C. Fine Airport Facility during a fire. It is the City's objective that all employees know what to do if a fire occurs during the Lee C. Fine Airport business hours, and that employees follow the procedures described herein for their personal safety.

In the event that a fire is discovered or suspected, the immediate supervisor/Department Manager is to be notified immediately and proper authorities are called. Fire extinguishers are located in various locations throughout the building. Their use and location should be known to all employees.

In the event that the fire alarm is activated during business hours, the following procedures are established:

- All employees are requested to proceed to the closest exit and meet in a group in the front side of the building in the parking lot.
- In the event that an employee(s) are assisting visitors/customers, the employee(s) are to assist the visitors/customers out the nearest exit.
- Employees are requested to close office doors (if applicable), secure currency or other necessities as time permits.
- The senior staff member in the Lee C. Fine Facility shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Assuring that City employees who are conducting business with a customer at the time the sirens are activated escort their customer(s) to the nearest exit.
 - Maintain a written log containing the names of all employees congregated outside the building for verification.
 - Maintain a written log of all visitors/customers congregated outside the building.
 - Keeping employees and customers/visitors in the designated area until authority's state otherwise.

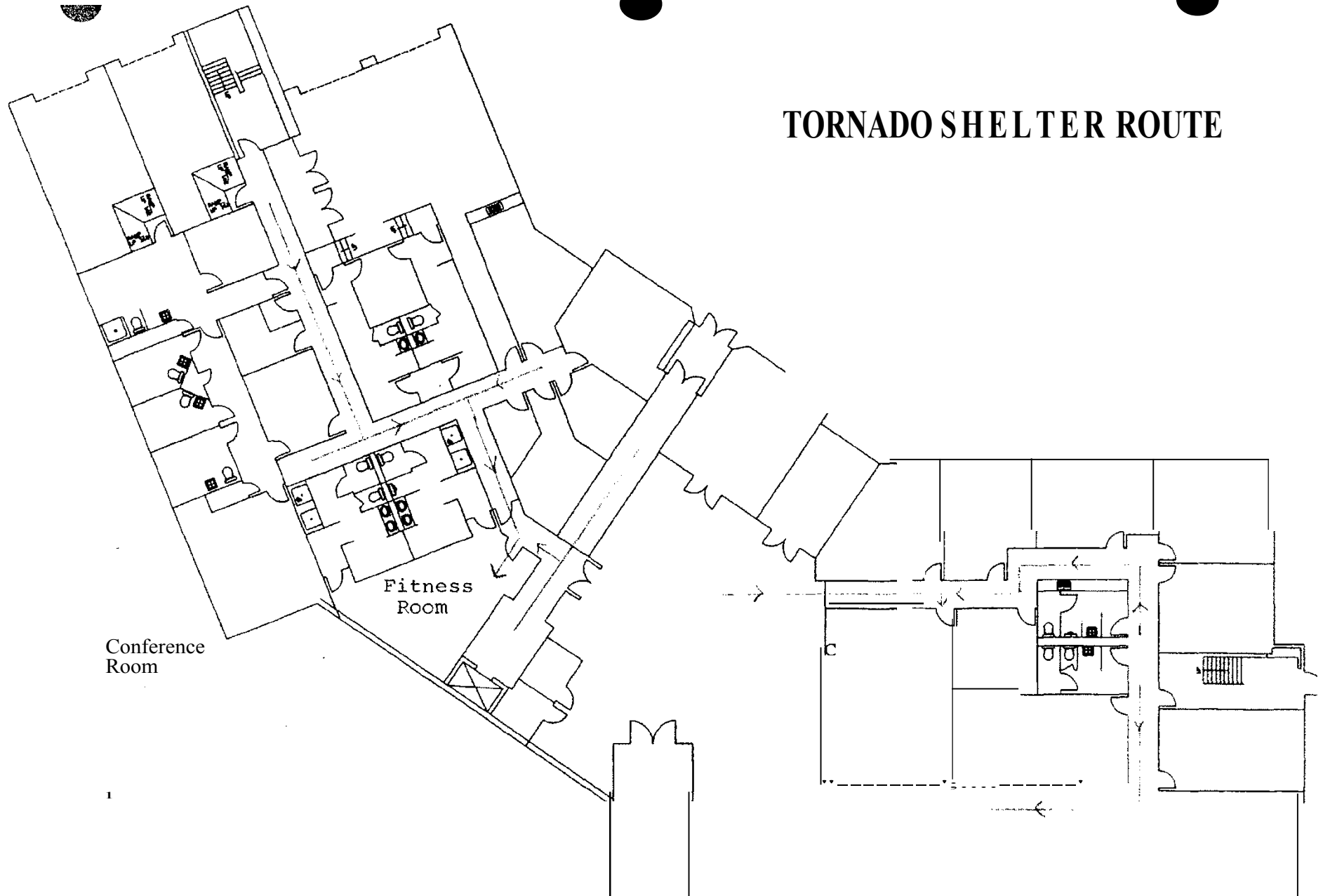
Securing City Hall Facilities during Tornado Warnings

The purpose of this procedure is to secure City Hall and enhance the safety of employees and customers in City Hall during tornado warnings. It is the City's objective that all employees know what to do if the outdoor warning sirens are activated during City Hall business hours, and that employees follow the procedures described herein for their personal safety.

In the event that the outdoor warning sirens are activated for a tornado during business hours, the following procedures are established:

- 911 Dispatchers and one other designated DPS employee are requested to remain in the dispatch area and at the front desk, respectively, to conduct work activities during the tornado warning.
- All other employees are requested to proceed to the lower level of City Hall and take shelter in either the fitness center or the training/conference room, as space is available.
- Employees are requested to close office doors (if applicable), secure currency, and close the window covers to the lobby.
- The senior staff member in the City Clerk's Office shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Assuring that City employees who are conducting business with a customer at the time the sirens are activated escort their customer(s) to the lower level of City Hall and show them to either of the designated shelter area(s).
 - Assigning the task of securing City Hall side of the building to a staff member. All EXTERIOR doors are to remain unlocked, just as done in normal business hours.
 - Maintain a written log containing the names of all employees being sheltered.
 - Maintain a written log of all visitors/customers being sheltered.
 - Be the designated contact person with the 911 Center via telephone.
 - Provide a count to the 911 Center of the number of employees and number of visitors/customers being sheltered.
 - Keeping employees and customers/visitors in the designated shelter area.
- In the event that members of the public arrive at City Hall seeking shelter after employees have reported to the shelter areas, the designated DPS employee will direct them to the shelter area.
- In the event that prisoners are housed in the City jail, the Evidence Technician or an alternate employee designated by the Police Command Officer on duty shall report to the jail area during the tornado warning period.
- Employees and customers/visitors traveling to the shelter area are requested to avoid use of the elevator. Persons requiring accommodation of a handicap may use the elevator.
- Employees and customers/visitors are requested to remain in the shelter area until the all clear has been issued by the 911 Center. Persons who desire to leave before the all clear has been issued will do so at their own risk.
- Employees who are in vehicles conducting City business or at locations away from a City building or facility when the tornado sirens are activated are authorized and directed to take shelter at the best and closest available location.

TORNADO SHELTER ROUTE

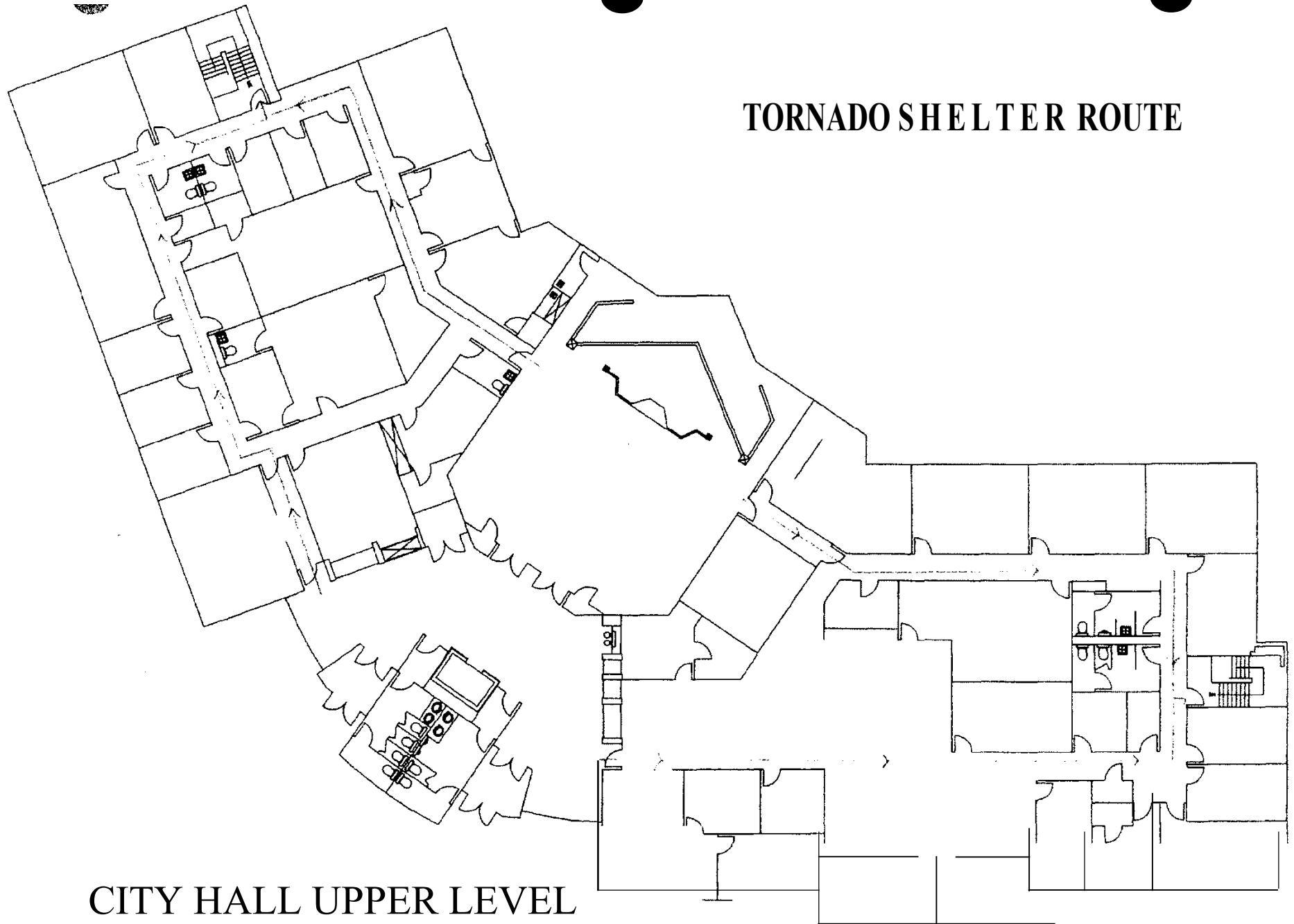


Conference Room

Fitness Room

CITY HALL LOWER LEVEL PLAN

TORNADO SHELTER ROUTE



CITY HALL UPPER LEVEL

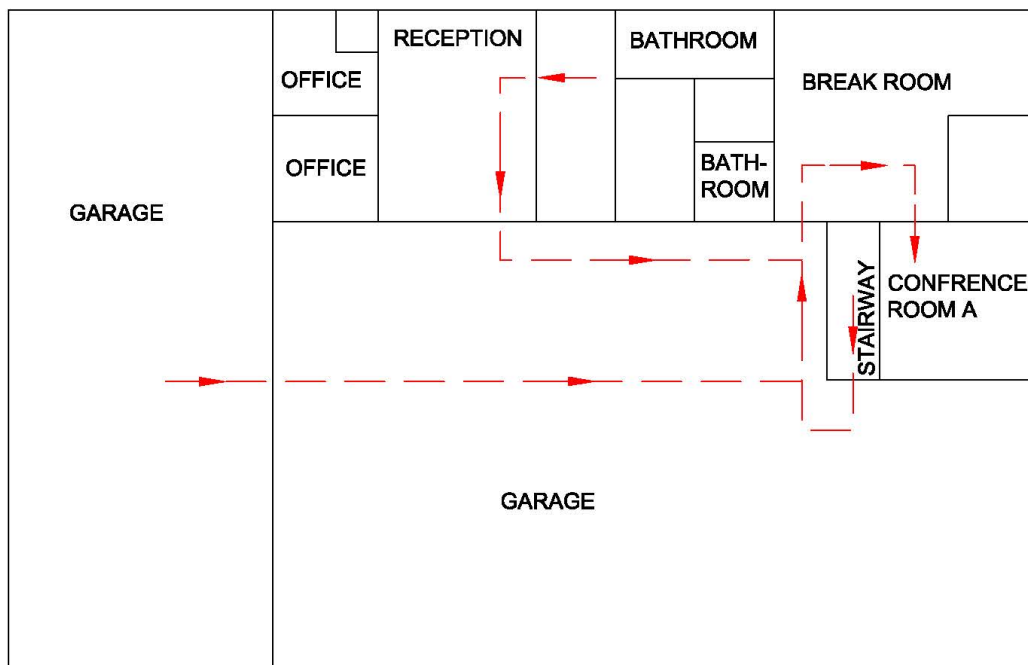
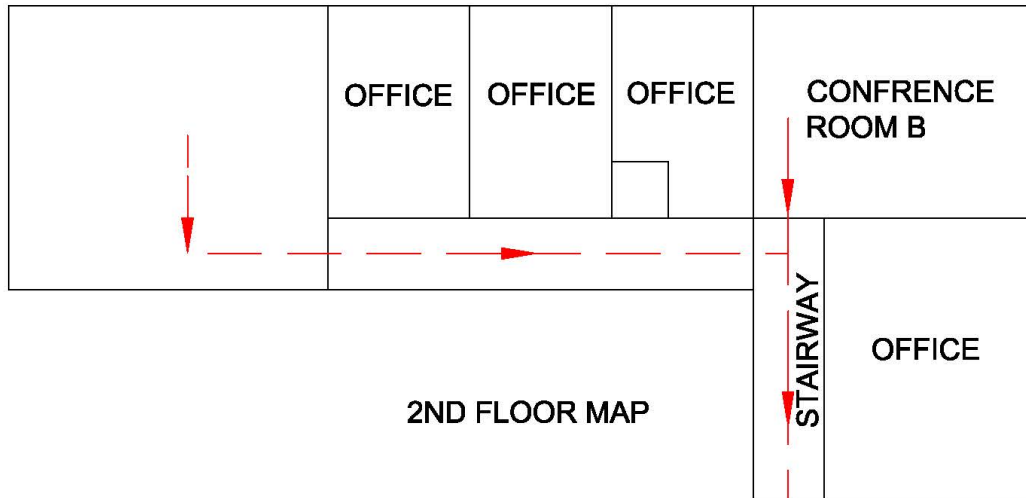
Securing Public Works Facilities during Tornado Warnings

The purpose of this procedure is to secure the Public Works Facilities and enhance the safety of employees and customers in the Public Works Facilities during tornado warnings. It is the City's objective that all employees know what to do if the outdoor warning sirens are activated during Public Works business hours, and that employees follow the procedures described herein for their personal safety.

In the event that the outdoor warning sirens are activated for a tornado during business hours, a call from the 911 Center (OB Dispatch) will follow, and the following procedures are established:

- Employees are requested to close Public Works Facility doors (if applicable) and windows.
- Employees are requested to proceed to the Server Room located in the main Public Works building.
- The senior staff member in the Public Works Facility shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Maintaining a written log containing the names of all employees being sheltered.
 - Maintaining a written log of all visitors/customers being sheltered.
 - Being the designated contact person with the 911 Center via telephone.
 - Providing a count to the 911 Center of the number of employees and visitors/customers being sheltered
 - Keeping employees and visitors/customers in the designated shelter area.
 - Assigning the task of locking doors to staff members.
 - City employees who are conducting business with a customer at the time the sirens are activated are requested to escort their customer(s) to the designated shelter areas.
- Employees and visitors/customers are requested to remain in the shelter area until the all clear has been issued by the 911 Center. Persons who desire to leave before the all clear has been issued will do so at their own risk.
- Employees who are conducting City business in vehicles or at locations away from a City building or facility when the tornado sirens are activated are authorized and directed to take shelter at the best and closest available location.

PUBLIC WORKS EMERGENCY TORNADO ROUTE



Securing Grand Glaize Airport Facilities during Tornado Warnings

The purpose of this procedure is to secure the Grand Glaize Airport Facilities and enhance the safety of employees and customers in the Grand Glaize Airport Facilities during tornado warnings. It is the City's objective that all employees know what to do if the outdoor warning sirens are activated during the Grand Glaize Airport business hours, and that employees follow the procedures described herein for their personal safety.

In the event that the outdoor warning sirens are activated for a tornado during business hours, a call from the 911 Center (OB Dispatch) will follow, and the following procedures are established:

- Employees are requested to close the Grand Glaize Airport Facility doors (if applicable) and windows.
- Employees are requested to proceed to the most interior wall of the building, this being the interior hallway or women's bathroom. Put as many walls between you and the tornado as possible, away from the west and south walls preferably. Use a table, couch cushions or blankets for protection from flying debris.
- If time permitting, employees and visitors/customers should seek shelter at City Hall or an available neighboring building that would be more secure.
- The senior staff member in the Grand Glaize Airport Facility shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Maintaining a written log containing the names of all employees being sheltered.
 - Maintaining a written log of all visitors/customers being sheltered.
 - Being the designated contact person with the 911 Center via telephone.
 - Providing a count to the 911 Center of the number of employees and visitors/customers being sheltered
 - Keeping employees and visitors/customers in the designated shelter area.
 - Assigning the task of locking doors to staff members.
 - City employees who are conducting business with a customer at the time the sirens are activated are requested to escort and show their customer(s) to the available shelter.
- Employees and visitors/customers are requested to remain in the shelter area until the all clear has been issued by the 911 Center. Persons who desire to leave before the all clear has been issued will do so at their own risk.
- Employees who are conducting City business in vehicles or at locations away from a City building or facility when the tornado sirens are activated are authorized and directed to take shelter at the best and closest available location.

Securing Grand Glaize Airport Facilities during Tornado Warnings

The purpose of this procedure is to secure the Grand Glaize Airport Facilities and enhance the safety of employees and customers in the Lee C. Fine Airport Facilities during tornado warnings. It is the City's objective that all employees know what to do if the outdoor warning sirens are activated during the Lee C. Fine Airport business hours, and that employees follow the procedures described herein for their personal safety.

In the event that the outdoor warning sirens are activated for a tornado during business hours, a call from the 911 Center (OB Dispatch) will follow, and the following procedures are established:

- Employees are requested to close Lee C. Fine Airport Facility doors (if applicable) and windows.
- Employees are requested to proceed to the basement, away from the west and south walls. Use a table or proceed under the stairs to protect from crumbling walls and large debris.
- The senior staff member in the Lee C. Fine Airport Facility shall be responsible for the following tasks, and may delegate some of the tasks listed:
 - Maintaining a written log containing the names of all employees being sheltered.
 - Maintaining a written log of all visitors/customers being sheltered.
 - Being the designated contact person with the 911 Center via telephone.
 - Providing a count to the 911 Center of the number of employees and visitors/customers being sheltered
 - Keeping employees and visitors/customers in the designated shelter area.
 - Assigning the task of locking doors to staff members.
 - City employees who are conducting business with a customer at the time the sirens are activated are requested to escort their customer(s) to the basement and show them to the designated shelter areas.
- Employees and visitors/customers are requested to remain in the shelter area until the all clear has been issued by the 911 Center. Persons who desire to leave before the all clear has been issued will do so at their own risk.
- Employees who are conducting City business in vehicles or at locations away from a City building or facility when the tornado sirens are activated are authorized and directed to take shelter at the best and closest available location.

Snow and Ice Removal Policy for City Facilities

The City of Osage Beach recognizes the importance of snow and ice removal to ensure safety for all employees and visitors to City properties. It is the City's objective to ensure that all employees have a clear and consistent understanding of the City's policy and procedures for snow and ice removal.

1. Application

This policy pertains to all City employees. The Department Managers are responsible and accountable for ensuring these procedures are followed.

2. Policy and Procedures

I. City Hall

- a. To ensure the Parks Department access to parking lots employees will be directed to park personal and City owned vehicles in designated parking spaces. (Initially front parking lot of City Hall).
- b. Every effort will be made to notify City employees when threat of a winter storm is expected.
- c. During the weather event, designated parking will be moved to treat parking lots.

II. Airports

- a. Airport employees' priority will be snow removal of runways.
- b. The Airport Manager will notify employees when winter weather is predicted to ensure employees understand the possibility of shift changes.

III. Public Works

- a. The Public Works Superintendent will coordinate with Public Works employees to ensure sidewalks and parking lots at Public Works facilities are cleared before 7:30 AM.

Special Equipment Operation Policy

Special equipment, such as tractors, mowers, weed eaters, dump trucks, backhoes, graders, plow cranes or any other type of vehicle that is designated or has special devices added to perform specific types of tasks, require special attention. General requirements will include, but are not limited to:

1. Special formal training of operators covering:
 - a. Explanation and demonstration of all control devices.
 - b. Explanation and demonstration of all safety equipment.
 - c. Knowledge of maintenance items such as fuel, water, oil, tire pressure, etc.
 - d. Demonstration of operation, its capabilities and limitations.
 - e. New driver operation under trainer's observation.
 - f. Instruction in driving on and off a trailer, securing and parking procedures.
2. Loads consisting of loose material (gravel, etc.) being transported on public roads by dump trucks, pickups or otherwise, MUST be secured with a tarp.
3. Passengers will ride only in seats designed for passenger seating.
4. Construction-type equipment will under NO circumstances travel in excess of 20 MPH. This equipment will travel only in extreme right-hand lanes except for making left hand turns.
5. Right-of-way will be given to all other motor vehicles. Headlights will be on at all times on public streets.
6. Triangular "slow moving vehicle" signs will be displayed on the rear of the vehicle. Rotating amber lights shall be utilized if installed and required for roadside operator.
7. All construction equipment and vehicles, which obstruct the operator's vision when backing up, will be equipped with a reverse-signal alarm.
8. First-Aid kits and fire extinguishers should be kept in all equipment (kept very close by in some cases, weed eaters, etc.) due to the hazards represented when working with this type of equipment.

Motor Vehicle Operations Policy

Motor vehicle operation represents perhaps the largest single loss exposure because of the potential liability costs associated with vehicular accidents. All employees operating vehicles for the City are required, as part of their employment, to engage in safe driving practices which have been developed for the protection of themselves, fellow City employees, citizens and visitors in Osage Beach and surrounding areas. The lives of people and the reputation of the City are at stake every time a motor vehicle is in operation.

All drivers of City vehicles, and those using their personal vehicles while conducting City business, will comply with all applicable laws of the State as well as the following:

1. Drivers will carry their valid State driver's license with them at all times when operating a motor vehicle. For City positions requiring valid driver's licenses, suspension or loss of driving privileges by the Missouri Department of Revenue may result in the affected driver being suspended without pay from the City until his/her driving privileges are reinstated, if within thirty (30) days. If driver's license suspension by the Missouri Department of Revenue is more than thirty (30) days, the employee may be terminated. Failure to report any change in license status on the part of the employee may result in disciplinary action up to and including termination.
2. The Human Resource Generalist shall exercise the right to obtain driving records on all employees annually.
3. Seat belts are to be worn by all occupants in all City vehicles whenever the vehicle is in motion.
4. ~~Under no circumstances are employees allowed to place themselves or others at risk to utilize a cell phone to fulfill business or personal needs.~~ Employees are expected to limit all activities while driving such as ~~accepting or placing a call, talking on a cell phone,~~ eating, adjusting the radio, etc. Employees should attempt to pull off to the side of the road or into a parking lot and safely stop the vehicle to complete any activity that may distract driving.
5. ~~TEXTING—Texting or E-mail (sending or reading), either personal or business related, are prohibited while driving City vehicles or personal vehicles while conducting City business and while driving/operating City equipment of any kind.~~
Employees may not use any mobile device (cell phone, tablet, laptop, or like device) while conducting City business while driving or while driving/operating City equipment of any kind.

This shall not apply to any device that is permanently embedded into the architecture and design of the motor vehicle/equipment or any hands-free option accessible through a mobile device.

The provisions of this section shall not apply to:

- The operator of a vehicle/equipment that is lawfully parked or stopped;
- The use of voice-operated technology.
- The use of two-way radio transmitters or receivers by a licensee of the Federal Communications Commission (FCC).

6. Employees are to inspect their assigned vehicles prior to daily operation. Inspection will be documented on a vehicle maintenance form (refer to Vehicle and Equipment Maintenance Policy). The employee will check fluid levels, lights, mechanical equipment, tires and general condition of the vehicle. Any and all deficiencies uncorrectable on the part of the employee will be reported to the supervisor immediately.
7. Riding on the tailgate, roof, sides or any other part of the vehicle that is not designated for seating, is strictly prohibited.
8. Reporting and investigating will be done on ALL accidents internally. The law enforcement agency within the proper jurisdiction will investigate and report all accidents; any other accidents that might require outside reporting and investigating will be determined at the discretion of the Department Manager. See Accident Investigation Procedures.
9. All rules and procedures outlined in the Vehicle and Equipment Policy shall be followed. The Vehicle and Equipment Policy ensures that all City vehicles and equipment are acquired, assigned, utilized, replaced and maintained in a lawful, prudent, efficient and effective manner to conduct City business. Refer to this policy within the Supplemental Policies section of the City code, Chapter 125.

Confined Space Policy and Procedures

1. Definitions

By definition, a **confined space**:

- A. Is large enough for an employee to enter fully and perform assigned work;
- B. Is not designed for continuous occupancy by the employee; and
- C. Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and dike areas, vessels, silos and other similar areas.

By definition, a permit-required confined space has one or more of these characteristics:

- A. Contains or has the potential to contain a hazardous atmosphere;
- B. Contains a material with the potential to engulf someone who enters the space;
- C. Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- D. Contains any other recognized serious safety or health hazards.

2. Equipment for Safe Entry

In addition to personal protective equipment, other equipment that employees may require for safe entry into a permit space includes:

- A. Testing, monitoring, ventilating, communications and lighting equipment;
- B. Barriers and shields;
- C. Ladders; and
- D. Retrieval devices.

3. Detection of Hazardous Conditions

If hazardous conditions are detected during entry, employees must immediately leave the space. The employer must evaluate the space to determine the cause of the hazardous atmosphere and modify the program as necessary.

When entry to permit spaces is prohibited, the employer must take effective measures to prevent unauthorized entry. Non-permit confined spaces must be evaluated when changes occur in their use or configuration and, where appropriate, must be reclassified as permit spaces.

A space with no potential to have atmospheric hazards may be classified as a non-permit confined space only when all hazards are eliminated in accordance with the standard. If

entry is required to eliminate hazards and obtain data; the employer must follow specific procedures in the standard.

4. Entry Permits

A permit, signed by the entry supervisor, must be posted at all entrances or otherwise made available to entrants before they enter a permit space. The permit must verify that pre-entry preparations outlined in the standard have been completed. The duration of entry permits must not exceed the time required to complete an assignment.

Entry permits must include:

- A. Name of permit space to be entered, authorized entrant(s), eligible attendants and individuals authorized to be entry supervisors;
- B. Test results;
- C. Tester's initials or signature;
- D. Name and signature of supervisor who authorizes
- E. Purpose of entry and known space hazards;
- F. Measures to be taken to isolate permit spaces and to eliminate or control space hazards;
- G. Name and telephone numbers of rescue and emergency services and means to be used to contact them;
- H. Date and authorized duration of entry;
- I. Acceptable entry conditions;
- J. Communication procedures and equipment to maintain contact during entry;
- K. Additional permits, such as for hot work, that have been issued authorizing work in the permit space;
- L. Special equipment and procedures, including personal protective equipment and alarm systems; and
- M. Any other information needed to ensure employee safety.

Cancelled Entry Permits

The entry supervisor must cancel entry permits when an assignment is completed or when new conditions exist. New conditions must be noted on the canceled permit and used in revising the permit space program. The standard requires that the employer keep all canceled entry permits for at least one year.

5. Worker Training

Before the initial work assignment begins, the employer must provide proper training for all workers who are required to work in permit spaces. After the training, employers must ensure that the employees have acquired the understanding, knowledge and skills necessary to safely perform their duties. Additional training is required when:

- A. The job duties change;
- B. A change occurs in the permit space program or the permit space operation presents any new hazard; and
- C. An employee's job performance shows deficiencies.

In addition to this training, rescue team members also require training in CPR and first aid. Employers must certify that this training has been provided.

After completion of training, the employer must keep a record of employee training and make it available for inspection by employees.

6. Authorized Entrant

Authorized entrants are required to:

- A. Know space hazards, including information on the means of exposure such as inhalation or dermal absorption, signs of symptoms and consequences of the exposure;
- B. Use appropriate personal protective equipment properly;
- C. Maintain communication with attendants as necessary to enable them to monitor the entrant's status and alert the entrant to evacuate when necessary;
- D. Exit from the permit space as soon as possible when:
 - i. Ordered by the authorized person;
 - ii. He or she recognizes the warning signs of symptoms of exposure;
 - iii. A prohibited condition exists; or
 - iv. An automatic alarm is activated.
- E. Alert the attendant when a prohibited condition exists or when warning signs or symptoms of exposure exist.

7. Attendant

The attendant is required to:

- A. Remain outside the permit space during entry operations unless relieved by another authorized attendant;
- B. Perform non-entry rescues when specified by the employer's rescue procedures;
- C. Know existing and potential hazards, including information on the mode of exposure, signs or symptoms, consequences and physiological effects;
- D. Maintain communication with and keep an accurate account of those workers entering the permit space;
- E. Order evacuation of the permit space when:
 - i. A prohibited condition exists;
 - ii. A worker shows signs of physiological effects of hazard exposure;
 - iii. An emergency outside the confined space exists; and
 - iv. The attendant cannot effectively and safely perform required duties.

- F. Summon rescue and other services during an emergency;
- G. Ensure that unauthorized people stay away from permit spaces or exits immediately if they have entered the permit space;
- H. Inform authorized entrants and the entry supervisor if any unauthorized person enters the permit space; and
- I. Perform no other duties that interfere with the attendant's primary duties.

8. Entry Supervisor

Entry supervisors are required to:

- A. Know space hazards including information on the mode of exposure, signs or symptoms and consequences;
- B. Verify emergency plans and specified entry conditions such as permits, tests, procedures and equipment before allowing entry;
- C. Terminate entry and cancel permits when entry operations are completed or if a new condition exists;
- D. Verify that rescue services are available and that the means for summoning them are operable;
- E. Take appropriate measures to remove unauthorized entrants; and
- F. Ensure that entry operations remain consistent with the entry permit and that acceptable entry conditions are maintained.

9. In addition to Safety Measures previously referenced, ensure the following issues are addressed:

- A. Traffic control issues are addressed, if applicable
- B. A briefing takes place before any work is started and responsibilities are assigned
- C. Appropriate personal protective equipment (PPE) is available and in place
- D. Rescue procedures and a body harness and rescue tripod are utilized
- E. Any lock out/tag out (LOTO) issues
- F. Structural integrity of any openings and any steps
- G. Tools and other items that may fall into the opening of a vertical entrance.

**CONFINED SPACE SITE EVALUATION
CITY OF OSAGE BEACH**

PRE-ENTRY CHECKLIST/PERMIT

Date: _____ Location: _____

Purpose of Entry: _____

Entrants: _____ Attendant: _____

Entry Supervisor: _____ Duration of Entry: _____

Emergency Numbers: _____

A confined space either is entered through an opening other than a door (such as manhole or side port) or requires the use of a ladder or rungs to reach the working level. The following check list must be filled out whenever the job site meets the above criteria.

Notification of Entry: (TIME): _____

1.	Did your survey of the surrounding area show it to be free of hazards such as drifting vapors from tanks, piping, or sewers?	Yes ()	No ()
2.	Does your knowledge of industrial or other discharges indicate this area is likely to remain free of dangerous air contaminants while occupied?	()	()
3.	Are you trained in operation of the gas monitor to be used?	()	()
4.	Has a gas monitor functional test been performed this shift on the gas monitor to be used?	()	()
5.	Did you test the atmosphere of the confined space prior to entry?	()	()
6.	Did the atmosphere check as acceptable (no alarms given)?	()	()
7.	Will the atmosphere be continuously monitored while the space is occupied?	()	()
8.	Body harness and rescue tripod on site?	()	()

Notice: If any of the above questions are answered “No”, DO NOT ENTER. Contact your immediate supervisor.

We have reviewed the work authorized by this permit and the information contained herein. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in “NO” column. This permit is not valid unless all appropriate items are completed.

Permit Prepared Entry Supervisor: _____

Acknowledged by Entrant: _____

Acknowledged by Attendant: _____

CONFINED SPACE ENTRY SHEET

1. Pre-Entry Atmospheric Checks:

Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
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2. Periodic atmospheric tests – manual readings required every 15 minutes during entry:

Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%
Time_____	O2_____%	CO_____%	H2S_____%	LEL_____%

Accident Investigation Procedures

Every effort will be made to investigate ALL accidents/incidents promptly. The importance of the investigation is to find the root of hazardous conditions and/or unsafe practices; therefore, by determining a cause, a solution to prevent future accidents can be found which will lead to individual health and safety. The longer an investigation is put off, the harder it is to gather the facts to correct the problem.

Accidents don't just happen-they are caused and 90% are the result of human error. Proper investigation will lead to a solution to eliminate or control the cause. Please remember, investigation is Fact-finding NOT Fault-finding.

An individual whose record shows a series of accidents and/or injuries which may or may not be the fault of the individual shall have their accident and/or injury record(s) reviewed by the employee's supervisor(s) and/or under the direction of the Safety Coordinator. Every effort shall be made to establish why an individual may have susceptibility to injuries or accidents, and the cause shall be addressed immediately.

1. Report and investigate ALL accidents immediately, with or without injuries, no matter how minor to immediate supervisor, who in turn will prepare appropriate forms. *Fact-finding is the goal, gather a lot of specific information by Who, What, When, Where, How, and Why. Keep an open mind before, during and after each investigation. The elimination of small accidents will ultimately prevent serious ones.*
2. Supervisors/Department Managers will initiate investigations on ALL accidents using appropriate forms as soon as possible following knowledge of the accident. *Supervisors/Department Managers are responsible for their employees, they know their work and it will build better relationships by involvement. They shall...*
 - a. *Show concern for the employee involved, if applicable.*
 - b. *Explain why the investigation is necessary.*
 - c. *Use a friendly approach.*
 - d. *If possible, discuss the accident at the scene.*
 - e. *Get the injured employee's story before asking questions, if applicable.*
 - f. *Check your understanding of the story.*
 - g. *Listen carefully and avoid interruptions.*
 - h. *Use tact in clearing up discrepancies in the story.*
 - i. *Avoid sarcasm, blame and threats.*
 - j. *Discuss ways to prevent recurrence.*

Post-Accident Testing – Post accident testing shall be required to test employees after all accidents where injury to a person(s) requires medical treatment or a fatality has occurred, damage to any City or private property has occurred, when a traffic citation is issued after an accident, or evidence that the employee has previously tampered with a previous drug test. Testing shall include both breath alcohol and urine drug testing

of the employee(s). (Refer to Safety Policy-Investigating Accidents Involving City-owned Vehicles.)

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than before eight (8) hours after the accident for breath alcohol testing and thirty-two (32) hours for illegal and controlled substance testing. An employee involved in an accident shall refrain from alcohol consumption for eight (8) hours following the accident.

Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees under this provision will include not only the operations personnel, but also any other covered employees whose performance could have contributed to the accident.

3. An employee injured on the job and requiring non-emergency medical attention may be referred to the City's medical advisor by the employee's supervisor/Department Manager. In case of an emergency, the nearest medical help shall be solicited. Employees requiring emergency treatment due to an on-the-job sprain should be directed to the City's medical advisor. Completed report on the accident will be required. See Accident/Incident Form. At no time, will the City's Workers' Compensation insurance pay for the services of a chiropractor unless those services are prescribed by the City's designated provider. Review the Workers' Compensation Policy and Procedures for further information regarding on the job injuries.
4. Investigating accidental deaths is a possibility that no one likes to think about. Unfortunately, it can be a reality, and preparedness is necessary.
 - a. Take as many photographs of the scene as possible. These will be valuable for evidence in future investigations.
 - b. Cooperate to the fullest with outside investigative bodies-law enforcement, OSHA, insurance agencies, the coroner, etc.
 - c. NEVER move the body.
6. Send all accident and investigation reports to the Human Resources Generalist.
7. Supervisors/Department Managers will perform investigation follow-up. Determine the causes of the accident, the solution and the steps that need to be taken for future preventions. This will be done in conjunction with the Risk Management Committee. See appropriate forms to be completed. *Only when accidents are eliminated or controlled is the investigation complete.*

Investigating accidents involving City-owned vehicles

1. Procedures for accidents involving Police Department and Ambulance vehicles occurring within the city limits of Osage Beach.
 - a. The driver shall immediately contact communications, who will request a supervisor from the Police Department to respond to the scene. If the accident involves two or more vehicles or pedestrians, etc. the investigation will be conducted by the Highway Patrol Officer. If anyone is injured or desires medical treatment, the driver shall request a conveyance indicating if the conveyance is urgently needed. As soon as possible, the driver or supervisor shall advise the Chief of Police and Patrol Lieutenant of the accident.
 - b. The Supervisor shall prepare a brief memorandum stating the facts of the accident including the complaint number of or the accident report in the narrative. The original of the memorandum shall be forwarded to the Chief of Police.
 - c. The investigating officer will prepare a Missouri Uniform Accident Report indicating in the narrative section of the report any additional pertinent information (skid marks, speed, etc.)
 - d. The Supervisor directed to the accident shall assist in the investigation, if needed. If the presence of the Supervisor is not required, he/she shall return to service. The scene supervisor shall contact the Chief of Police.
 - e. The scene supervisor shall request photographs of the scene if injuries requiring immediate medical attention were incurred or if in the opinion of the supervisor, extenuating circumstances exist. Only those photographs that are necessary of the vehicles involved in the accident, as well as other photographs pertinent to the accident, will be taken.
 - f. If the condition of the Police Department vehicle is such that it cannot be driven, the investigation officer shall request that a tow truck be dispatched to tow the vehicle.
2. Procedures for accidents involving Police Department and Ambulance vehicles occurring outside the city limits of Osage Beach.
 - a. The driver shall request a complete investigation and report be made involving the accident in the jurisdiction of occurrence.
 - b. The officer shall not make any statement as to who was at fault or who is responsible for the accident.
 - c. The officer shall submit a report to the Chief of Police relating to the facts and circumstances of the accident.
3. Procedures for accidents involving City-owned vehicles, other than Police Department, occurring within the city limits of Osage Beach.
 - a. The Police Department will investigate ALL accidents involving a City-owned vehicle. However, if a member of the Police Department is driving the City-owned vehicle it will be treated as a Public Safety vehicle investigation.

Incident Investigation Form

Incident Information

This form should be completed by the assigned staff member to assist with an incident investigation. **Address all questions.** Use N/A (non-applicable) when appropriate. Additional sheets and photographs may be attached as necessary. Investigations should be conducted within 24 hours of notification. The completed form should be forwarded to Human Resources. **Please print or type. Thank you.**

Incident Type(s):	Workers' Comp ☐	Liability ☐	Property ☐	Near Miss ☐	
Claim filed with CCMI:	YES ☐	NO ☐	Date filed:		
Completed By:			Department:		
Name of Employee(s) Involved:					
Name of Non-Employee(s) Involved and Applicable Contact Information:					
Name of Witness(s) and Applicable Phone Number:					
Was anyone injured?	YES ☐	NO ☐	If yes, describe:		
For Workers' Comp Only	– Did Employee Return to next shift?		YES ☐	NO ☐	
Was a police or other investigative report completed?	YES ☐	NO ☐			
If yes, by what agency?					
Date of Incident:	Time of Incident:	Date Reported:	Date Investigated:		
Address/Description of Incident Site:					
Describe in detail how the incident occurred, including any contributing task or activity at the time of the incident and any object or substance that contributed.					
What caused/contributed to the incident? In numerical order make up to three choices below with #1 as the most significant factor.					
	Defective equipment / substance		Unsafe facility / environment		
	Protective equipment not used		Inadequate Maintenance		
	Protective equipment not available		Insufficient training / authorization		
	Inadequate planning / method		Infraction of procedures / instructions		
	Inattention / distraction		Actions of another		
			Other (be specific)		

Back-To-Work Program

-light duty-

The City takes responsibility for its employees and their own financial interests. The City will make a great effort to work closely with injured employees, physicians, insurance companies and professional rehabilitation services to get the employees back to work as soon as possible.

The Back-To-Work Program is designed to provide employees, who have been injured on the job, limited work within the restrictions specified by a physician. This gives the employees the opportunity to continue to be productive and to maintain the normal routines of a workday. The following procedures apply:

1. As a normal part of Workers' Compensation claim processing, a statement by the physician indicating the specific physical limitations that must be avoided for an indicated time shall be provided to the Human Resources Generalist and the Safety Coordinator. Refer to the Workers' Compensation Policy and Procedures.
2. The Human Resources Generalist will inform the Supervisor/Department Manager of the specific limitations and discuss possible restricted duty activities that would be within their restrictions of performance.
3. The Department Manager/Supervisor will discuss the job responsibilities with the employee and a specific work schedule will be established taking into account the employee's regular work schedule, job title, average number of work hours per week and overall employee input.
4. The employee is required to report to work as assigned to perform the duties specified for the period of recovery or until the assignment is completed. If the assignment is completed before recovery time, another assignment will be assigned, updating abilities from current medical information.
5. Unwillingness to accept assignment during period of recovery as directed by his/her Department Manager/supervisor will constitute ineligibility for disability leave during the time involved.
6. The employee will be paid at the base wage of their regular job classification during the time assigned to restricted duty.
7. In all cases, the Back-To-Work Program is to serve those employees who are disabled for a short-term injury, which is estimated to having a recovery time of two (2) months or less.
It is not intended for an employee who has suffered a permanent disability. It is also not intended for an employee having personal medical problems not specifically attributable to an on-the-job injury.
8. Those employees who are disabled for more than two (2) months may as determined by the City Administrator, on a case-by-case basis, continue on light duty where appropriate.
9. The Department Manager/Supervisor and/or the Human Resources Generalist are to maintain contact on a regular basis with the employee during the time of off work before restricted work begins. See appropriate forms.
10. Exception for off-the-job injuries, illnesses, or pregnancy: The City Administrator, on a case-by-case basis, may waive for a limited time the physical requirements set forth within the job description when in the best interested of the City to do so.

Department Manager/Supervisor Personal Contact Form

It is very important for the City to maintain contact and extend sympathies to our employees who are off work on Workers' Compensation injuries.

The Department Manager/Supervisor and/or the Human Resource Generalist is the 'key' person in communicating good faith on behalf of the City and assuring the employee that they will have a job upon returning to work.

Contacts with the employee should be made weekly at a minimum. After each conversation with the employee, complete a portion of this form. When the employee returns to work, submit this form to the Safety Coordinator.

Employee Name:

Date of Injury:

Date of Contact: 1. _____

When does the employee feel he/she will be able to return to work? _____

Briefly describe the employee's general attitude as it relates to their injury. _____

Date of Contact: 2. _____

When does the employee feel he/she will be able to return to work? _____

Briefly describe the employee's general attitude as it relates to their injury. _____

Date of Contact: 3. _____

When does the employee feel he/she will be able to return to work? _____

Briefly describe the employee's general attitude as it relates to their injury. _____

Date of Contact: 4. _____

When does the employee feel he/she will be able to return to work? _____

Briefly describe the employee's general attitude as it relates to their injury. _____

Date of Contact: 5. _____

When does the employee feel he/she will be able to return to work? _____

Briefly describe the employee's general attitude as it relates to their injury. _____

Date Completed: _____

Department Manager/Supervisor Signature: _____

**PLEASE ENCOURAGE OTHER EMPLOYEES TO CONTACT THE INJURED EMPLOYEE
AND EXTEND THERE WISHES**

General Safety Checklist

Safe Working

- o Correct tools and protective gear are used at all times
- o Good housekeeping is practiced.
- o Equipment, tools, materials and work areas are clean and orderly.
- o Job and responsibilities are well known and practiced.

Work Environment

- o Knowledge of policy and procedures are known and understood.
- o All unsafe conditions and accidents are reported.
- o Fire and emergency procedures, such as escape routes and severe weather procedures are known and understood.
- o Horseplay is discouraged, and appropriate behavior is practiced and encouraged.

Date: _____

Department: _____

Signature: _____

Office/Building Safety Checklist

Trippers, Slippers and Floors

- o File drawers are never left open. No more than one drawer at a time is opened, to keep the file cabinet from falling over.
- o Phone cords and electrical wires are not located in places where they might trip someone.
- o Floors are free of pencils, paper clips and snags in the carpet or other floor surfaces.
- o Linoleum and other polished floors are treated with a slip-resistant preparation.
- o Rugs are secured or treated so that they do not slip or skid.
- o Stairways, corridors and aisles are well lighted and free from obstructions.
- o Non-skid strips and storm mats are available at building entrances.

Falling Objects

- o Card Indexes and other heavy objects are not stored in high places.

Comfort

- o Drinking water is conveniently available to employees.
- o Ventilation is adequate.
- o Lighting is adequate and neither too bright nor too dim in work areas. Check with light meter if needed. Fluorescent lights are to be covered.
- o Working surfaces and walls do not produce excessive glare.
- o Check humidity and temperature in office areas.

Fires

- o Designated Smoking areas are known by all employees.
- o Matches and cigarettes are extinguished before ashtrays are emptied.
- o Wastebaskets are non-flammable.
- o Flammables are not being discarded in wastebaskets.
- o Safety matches are used and stored safely
- o Flammables are clearly marked "No Smoking – Fire Hazard".
- o Electrical equipment is inspected regularly.
- o Outlets and cords are inspected regularly. Electrical wiring and circuits are not overloaded.
- o Office employees know fire escape routes.
- o Fire escape routes are kept clear
- o Fire extinguishers are available, conveniently located and in good working order.
- o Fire alarm locations are familiar to employees.

Chemicals

- o Check for use and misuse of chemicals in each office and/or buildings. Consider the following dangers in office chemicals:
 - Liquid Correction Fluid
 - Correction Fluid Thinner
 - Glue, Rubber Cement, Thinner, Inks

- Correction Fluid for Stencils
- Liquids for Duplicating

Collisions

- o Glass doors and windows that are often left open are marked clearly about 4 ½ feet above the floor.
- o Electric fans and other top-heavy objects are properly guarded and anchored.
- o Check for protruding objects such as; Pencil sharpeners, Equipment or splinters which protrude beyond edges of tables, desks, doorframes, etc. and improperly placed objects.

Miscellaneous

- o Pins, razor blades, thumbtacks and other pointed tools are stored safely where they do not present a hazard.
- o Stepladders are sturdy, in safe condition, and safely used. Ladder steps and stands are treated with non-slip threads.
- o Check chairs for sturdiness. Check tilt-back chairs for balance.

Space

- o Exits and exit routes are not blocked by desks, wastebaskets or other furniture.
- o Phones electricity outlets, lights, equipment and furniture are arranged to facilitate efficient use of office space.

Machines

- o All office machines are in safe working order.
- o Safety gear and/or guards are on machines where needed.
- o Employees know how to use of electric staplers, electric hole punches, paper folders, electric typewriters, electric collators and all other electric machines, etc.

Lifting and Posture

- o Office chairs are appropriate for employees' needs and encourage good posture.
- o Employees know and use proper lifting procedures when handling heavy objects.

Date: _____

Department: _____

Signature: _____

Special Equipment Safety Checklist

Special Equipment Use

- o Proper maintenance, controls and proper use of equipment are known and understood.
- o Transporting on public roads is done securely and safely per written policy.
- o Traveling of less than 20 MPH is practiced precisely and understood.
- o Traveling in the extreme right lane and giving right-of-way to other vehicles is practiced and understood.
- o Reverse-signal alarms are in working order.
- o First-Aid kits and fire extinguishers are in all appropriate places and uses of them are known.
- o Knowledge of policy and procedures are known and understood.
- o Safety is practiced in all situations.

Date: _____

Department: _____

Signature: _____

Motor Vehicle Safety Checklist

Motor Vehicle Use

- o Drivers must have their valid state driver's license on them at all times and changes to their driving status are updated immediately, as needed.
- o Seat belts are worn by all occupants in all moving motor vehicles.
- o ~~Cell phone usage is to be limited. Pull to the side of road or into a parking lot to use a cell phone.~~ The use of mobile devices (Cell phone, tablet, laptop, or like device) while driving is prohibited.

This shall not apply to any device that is permanently embedded into the architecture and design of the motor vehicle/equipment or any hands-free option accessible through a mobile device.

The provisions of this section shall not apply to:

- The operator of a vehicle/equipment that is lawfully parked or stopped;
 - The use of voice-operated technology.
 - The use of two-way radio transmitters or receivers by a licensee of the Federal Communications Commission (FCC).
- o Texting is prohibited while driving.
 - o Vehicle inspections are done prior to operation and deficiencies reported immediately.
 - o Knowledge of policies and reporting and investigating procedures are known and understood.
 - o All misuse of vehicles and accidents are reported properly.

Date: _____

Department: _____

Signature: _____

Safety Orientation Checklist

Introduction

- o Produce a Safety Procedures and Policies manual
- o Tour department facilities, first aid, emergency exits, fire extinguishers, restrooms, break area and establish correct parking.

On-the-job Training

- o Demonstrate and explain exact job responsibilities.
- o Review safety policies and procedures for the specific job (as applicable):

____ General Safety Policy

____ Lifting

____ Staff Contact/Reporting for Emergencies, Accident or Incidents

____ Office/Building Safety Policy

____ Chemicals

____ Fire Prevention/Smoking

____ Special Equipment Operation Policy

____ Mowing & Weed Eating-Clothing, Footwear, Safety essentials (i.e., glasses)

____ Mowing & Weed Eating-Equipment check: Blades, Oil, Belts, etc.

____ Electrical – Equipment

____ Radios – Procedures & Operations

____ Motor Vehicle Operations Policy

____ Confined Space Procedure (Public Works)

____ Forms

____ Equipment

Date: _____

Name/Department: _____

Employee Signature: _____

Supervisor Signature: _____



CITY OF OSAGE BEACH INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

CITY OF OSAGE BEACH INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

City of Osage Beach Information Technology Acceptable Use Policy Statement

*The City of Osage Beach relies on its computer resources to conduct its business, which includes the facilitation and delivery of public safety services, financial records and other administrative information. The City of Osage Beach's goal is to ensure that its computer resources **are secure**, remain in optimal working condition, and are used properly by its users.*

Policy and Procedures

1. Application

The policy applies to all users of the City's computer resources wherever they may be located. It is the user's duty to utilize the City's computer resources responsibly, professionally, ethically, and lawfully.

2. Definitions

- A. *Computer Resources* – Refers to the City's entire computer network. Computer resources include, but are not limited to, host computers, file servers, fax servers, web servers, workstations, standalone computers, laptops, software, data files, and all internal and external computer and communications networks (i.e. Internet, computer online services, value-added networks and e-mail systems) that may be accessed directly or indirectly from or through the City's computer network.
- B. *System Administrator* – Refers to the IT Manager.
- C. *Users* – Refers to all appointees, employees, independent contractors, consultants, temporary workers, agents and other persons or entities that use the City's computer resources.
- D. *Confidential Information* – Refers to private information that is given or shown to an employee electronically so that they can complete job duties, but is not to be shared with other employees or citizens.
- E. *Kiosk* - a computer terminal that can be accessed by multiple users and provides limited access to site specific information or makes sales via a generic log in.
- F. *Non-exempt Employee* - Most employees are entitled to overtime pay under the Fair Labor Standards Act. They are called non-exempt employees. Employers must pay them one-and-a-half times their regular rate of pay when they work more than 40 hours in a week.

3. Policy and Procedures

- A. The City's computer resources are the property of the City and may be used only for legitimate business purposes. Users are permitted access to the computer resources to assist them in the performance of their jobs. Use of the computer system is a privilege that may be revoked at any time.
- B. No Expectation of Privacy
 - i. Privacy - The computer resources and computer accounts provided to users are to assist them in the performance of their jobs. Users do not have privacy, nor should they have an expectation of privacy, in anything they create, store, send, or receive on the City's computer systems.
 - ii. Monitoring - The City has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to; monitoring sites visited by users on

the Internet, monitoring chat-groups and news-groups, and reviewing e-mails sent and received by users. The City may use human or automated means to monitor use of its computer resources.

C. Prohibited Activities

- i. Inappropriate or Unlawful Material – Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or any other form of electronic communication (i.e. bulletin board systems, news-groups, chat-groups), downloaded from the Internet, displayed, and/or stored in the City's computers. Users encountering or receiving this kind of material should immediately report the incident to their Department Manager/Supervisor or System Administrator. This prohibition does not extend to the legitimate need to report, record and relay certain information directly related to the City's administrative and law enforcement duties.
- ii. Prohibited Uses – The City's computer resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (i.e. viruses, malware or self-replicating code), political material, or any other unauthorized use.
- iii. ~~Prohibited Software Games and Entertainment~~ – Users may not install games on the City's computer resources and/or use the City's Internet connection to play or download games and other entertainment software, including screen savers and internet radio. **Any software that staff believes may improve their efficiency will be permitted if it is properly vetted first.** ~~Educational software will be permitted as long as it is first inspected and approved by the IS Operations Manager.~~
- iv. Waste of Computer Resources – Users may not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing unnecessary multiple copies of documents, or otherwise creating unnecessary network traffic. This includes watching online videos, movies or Internet Radio. Exceptions to this rule would include work related online training courses.
- v. Copying of Software – Users may not copy material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright laws and applicable licenses that apply to software, files, documents, messages, and other material they wish to utilize. ~~Users may not agree to a license or download any material without first obtaining the express written permission of the System Administrator.~~
- vi. Communication of Confidential Information – Unless expressly authorized by the City Administrator, the sending, transmitting, or otherwise dissemination of confidential or legally protected information or data pertaining to or maintained by the City, or any department thereof is strictly prohibited. Unauthorized dissemination of this information may result in substantial civil liability as well as severe criminal penalties.

D. Use of E-mail.

- i. E-mail Signature – Users sending e-mails of any kind, whether internal or external, shall utilize the ‘signature’ option to display their name, department, the City’s address, phone #, e-mail address, etc. and should have the necessary security footer. **This includes emails sent from mobile devices as well as out of office auto replies.**

Examples are as follows:

- Example for e-mails sent by City users:

Your Name Here
City of Osage Beach
Your Title Here/Department
1000 City Parkway
Osage Beach, MO 65065
(573) 302-20XX ext. XXX
Fax: (573) 302-XXXX
youre-mail@osagebeach.org

Communications made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City of Osage Beach or any of its agencies, officers, employees, agents, or representatives, with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents, or representatives, where notice to the City is required by any federal, state, or local laws, rules, or regulations.

- ii. Prohibited E-Mail Related Activities - Users may not initiate or forward chain e-mail. Chain e-mail is a message sent to several people asking each recipient to send copies with the same request to a number of others. Using your City e-mail account to sign up for none work related newsletters or promotions are prohibited. Even when employees are using these types of resources for business purposes, they should be closely monitored and cancelled when they no longer have a benefit. Spam email is a form of commercial advertising made economically viable by the low cost for the sender. Spammers harvest recipient addresses from publicly accessible sources or use programs to collect addresses on the web. They then sell these email lists to other organizations that use them to send more advertising spam. Over time this can cause storage issues and provide an avenue for viruses and malware to get into the City’s network. These types of e-mails should be marked as spam within your e-mail console and deleted. Employees should never attempt to click on links or open files attached to such emails.
- iii. Altering Attribution Information – Users must not alter the ‘From:’ line or any other attribution of origin information in e-mail, messages, or postings. Anonymous or pseudonymous electronic communication is forbidden.

- iv. Communicating Information – The content of all e-mail communications should be prepared with the same level of accuracy and professionalism as other official City communications. Users should use the same care in drafting e-mail and other electronic documents as they would for any other written communication. Anything created on the computer may, and likely will, be reviewed by others.

The City's email system should be used to conduct official City business in order to ensure that all information, communication and documents are properly archived. The use of personal email to conduct City business is not recommended.

- v. E-mail Retention – Users should delete all junk e-mail and move inactive business-related e-mail to appropriate folders after thirty (30) days unless directed to the contrary by their Department Manager/Supervisor. Junk e-mail is usually e-mail that is unsolicited and often comes in the form of an advertisement for a product or service. Inactive e-mail is that e-mail for which there is no further known need or reason to forward, reply or otherwise use for legitimate business purposes.
- vi. E-mail Archiving – Archiving is required to maintain proper electronic documentation. Employees are prohibited from modifying the archiving settings within the City's email system. All Users will be required to archive work related email to an archive folder within the Exchange email system. The archive file shall be created and maintained in the user's assigned departmental folder. Auto-archive is the recommended archive setting for each user. 30 days is the recommended duration to keep email on the exchange server.

- vii. Remote access to E-mail –

- City Owned Devices: An employee's City owned e-mail account may be accessed from any City owned device including but not limited to cell phones, tablets, and laptops provided that the device being used to access the City's e-mail system is password/pin/biometric protected encrypted and has City approved anti-malware/anti-virus software installed and active. An example of City approved anti-malware/anti-virus software is Malwarebytes.
- Employee Owned Devices Cell Phones - Employees that have not been issued a City owned device are prohibited from accessing their City owned e-mail from their personal devices unless they have received permission from their Department Manager (Section G. Security/Remote Access). The devices must be password/pin/biometric protected and must have City approved anti-malware/anti-virus software installed and active when applicable. If an employee has declined a City issued cell phone and is instead receiving a stipend to use their personal cell phone for City business they will be allowed to access their City owned e-mail as long as the cell phone is encrypted and the City approved anti-malware/anti-virus software installed and active. An example of City approved anti-malware/anti-virus software is Malwarebytes. Employees that do not receive a stipend to use their personal cell phone for City business are prohibited from accessing their City owned e-mail from their cell phone unless they have received written permission from their Department Manager. The cell phone must be encrypted and must have City approved anti-

~~malware/anti-virus software installed and active. An example of City approved anti-malware/anti-virus software Malwarebytes.~~

- ~~• Employee owned tablets, laptops, desktops PC's, etc. — All other personal devices are prohibited from remotely accessing an employee's City owned e-mail account. Exceptions include written permission given for remote access through Section G. Security/Remote Access; of this policy.~~

All devices, City or employee owned, that have been granted remote access to the City's email system are subject to inspection. ~~by IT Department Staff to ensure that the proper security is in place.~~ Employees found to have unauthorized devices connected to City e-mail or improper security measures on an authorized device will be subject to disciplinary action in accordance with Section 125.150, Discipline, of the City Ordinances.

Access to a City owned e-mail account through any type of device by non-exempt employees outside of the employee's normal work schedule is prohibited. Exceptions include personnel that are scheduled to be on call or ~~written~~ permission given for remote access through Section G. Security/Remote Access.; ~~of this policy.~~

- viii. All elected officials and member of city boards or commissions who may have been assigned a City email address are required under this policy to treat the service and use thereof under the same terms and conditions as outlined in this policy for employees of the city.

E. Use of the Internet

- i. The Internet can be a valuable source of information and research. Employees may use the internet for business purposes only; however, its use must be tempered with common sense, good judgment, and a general knowledge of internet use. All City employees are required to participate in ongoing information technology training courses and must sign the Information Technology Acceptable Use Policy Acknowledgment & Agreement Form prior to gaining access to any City owned computer or device. Excessive personal use of the City's internet connections is prohibited. Users abusing their privilege to use the Internet will have their access restricted or eliminated and may be subject to additional disciplinary action in accordance with Section 125.150, Discipline, of the City Ordinances.
- ii. Accessing the Internet – To ensure security and avoid the spread of viruses, accessing the Internet directly by modem is prohibited unless the computer in use is not connected to the City's network. Internet access through a computer attached to the City's network is through an approved Internet firewall and thereby authorized. The City of Osage Beach has provided a public access wireless network for personal use by citizens and employees. Employees will only be allowed to use the public wireless network during lunches and breaks from employee owned devices such as laptops, tablets, and phones. The City is not responsible for any damage done by viruses or malware while an employee device is connected to the City's public Wi-Fi internet connection. Hardline connections to personally owned devices are prohibited. This includes plugging a personal device into the city's business network.

- iii. History Files – Internet history files, temporary Internet files, and Internet cookie files shall not be cleared, deleted or changed by any user. The System Administrator shall set Internet browser settings to clear history files automatically. Internet history files, temporary Internet files, and Internet cookie files are subject to review without prior notice.
- iv. Disclaimer of Liability of Use of the Internet – The City is not responsible for material viewed by users from the Internet. Users accessing the Internet do so at their own risk and should log and report incidents where inappropriate or offensive material was accessed to their department manager.

F. Passwords

- i. Responsibility – Users are responsible for safeguarding their passwords for access to the computer resources. Individual passwords should not be printed, stored online, or given to anyone. Users are responsible for all transactions made using their passwords. Users must access the computer system using a password. Users may not access the computer system with another user's password or account. Exceptions to this rule would include the use of a Kiosk workstation such as a cash register.
- ii. Structure – Passwords should be at least 8 characters in length. Passwords must contain Capital Letters, Lowercase Letters, Numbers and Symbols. For examples; 8tjdS5*22 or P5hhh&w2.
- iii. Privacy – Use of passwords to gain access to the computer system or to Incode files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system.

G. Security

- i. Accessing User Files – Users may not alter or copy a file belonging to another user without first obtaining permission from the owner of the file. The ability to read, alter, or copy a file belonging to another user does not imply permission to read, alter, or copy that file. Users may not use the computer system to 'snoop' or pry into the affairs of others by unnecessarily reviewing their files and e-mail. All files that have been posted on the citywide drive are available for reading and use by all users. The purpose of the citywide drive is to provide an access location of City news, documents, forms, and information of interest to all who have access to the City's computer network.
- ii. Accessing Other Computers and Networks – A user's ability to connect to other computer systems through the network or by a modem does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.
- iii. Computer Security – Each user is responsible for ensuring that the use of outside computers and networks, such as the Internet, does not compromise the security of the City's computer resources. This duty includes taking reasonable precautions to prevent intruders from accessing the City's network without authorization and to prevent the introduction and spread of viruses.

Users shall ‘sign off’ after each use of any computer resource to prevent others from accessing theirs or other files, computer(s), and/or other computer resources or use of access privileges. Failure to ‘sign off’ will be cause for loss of network privileges.

- iv. Data Security – Removable disks, USB drives, external drives, **mobile devices**, and other external storage devices shall not be used for regular data storage. All data created or used in the performance of a user’s duties is the property of the City and shall be stored on fixed departmental network drives in order to ensure that it is properly secured and backed up regularly. Users are discouraged from storing personal data on the City of Osage Beach network. The City’s IT Department is not responsible for the backup or maintenance of a user’s personal data. Once data is stored on the City’s network it becomes the property of the City of Osage Beach.
- v. Remote Access – Remotely accessing the City’s network or any other City owned systems other than remote access to email from personal devices, such as cell phones, tablets, laptops, or desktop PC’s is prohibited. See section D. Use of E-mail/Remote Access to E-mail; ~~of this policy~~ for rules on remotely accessing e-mail.

If it is deemed necessary, the City Administrator may grant an employee remote access to the City’s network or any other City owned system if the follow criteria are met:

- i. Written authorization from the City Administrator outlining the dates and times that the employee is allowed remote access.
- ii. The employee must provide documentation as to what type of anti-virus and/or malware protection that is present on the device that they will be remotely accessing the City’s network or any other City owned systems from; and that protection must be approved by the IS Operation Manager.

Employees who remotely access the City’s network or any other City owned systems without prior authorization will be subject to disciplinary action in accordance with Section 125.150, Discipline, of the City Ordinances.

In emergency situations the IS Operation Manager may approve remote access to Information Technology Department employees for up to four (4) hours to the City’s network or any other City owned system. If after four (4) hours the problem has not been resolved the employee granted the emergency remotes access must disconnect and any further work to resolve the problem must be done from the employee’s City owned work station or other City owned devices at City Hall. In these cases, the **IT Manager** ~~IS Operation Manager~~ shall provide written documentation to the City Administrator as soon as possible with the dates, times, employees, and reasons why emergency remote access was granted.

H. Viruses and Malware

- i. Detection - Viruses and Malware can cause substantial damage to computer systems. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into the City’s computer resources. To that end, all material received on CD, DVD, USB Drive, other magnetic or optical medium, and all material downloaded from the Internet or from other computers or networks (including home

and laptop computers) that do not belong to the City must be scanned for viruses and other destructive programs before being placed onto the computer system.

It is the responsibility of each user to ensure that any data introduced to the City's network has been scanned for harmful programs or viruses. Failure to do so can put the City's entire computer system at risk and will be subject to disciplinary action in accordance with Section 125.150, Discipline, of the City Ordinances.

Materials received from the Internet through the City's computer network will automatically be scanned for viruses. However, all viruses will not be detected by the City's antiviral software, as new viruses are created every day, and they must first be identified before the antiviral software can detect them.

- ii. Alerts – Users with knowledge of or suspecting the introduction of a virus into the City's computer resources shall notify the System Administrator immediately.

I. Encryption Software

- i. Encryption Software – Users may not install or use encryption software on any of the City's computers. ~~without first obtaining written authorization from the System Administrator. For rules concerning cell phone encryption, see section D. Use of E-mail/Remote Access to E-mail; of this policy for rules on remotely accessing e-mail.~~

J. Miscellaneous

- i. Compliance - In the use of the City's computer resources, users must comply with all software licenses, copyrights, and all other state, federal and international laws governing intellectual property and online activities.
 - ii. Other Policies – Users must observe and comply with all other policies and guidelines of the City.
 - iii. Amendments and Revisions – This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.
 - iv. Management – Management reserves the right to grant certain privileges to individual users that may be or seem contrary and/or beyond the scope of this policy. All such privileges shall only be granted with the written authorization of the City Administrator.
 - v. Rights – This policy is not intended to, and does not grant, users any contractual rights.
- K. Agreement to Adhere to Policy – All employees who have access to the computer resources of the City of Osage Beach will be required to agree to adhere to this security policy. Such agreement will be evidenced by signing the attached *Information Technology Acceptable Use Policy Acknowledgement & Agreement Form*, which will become part of the employee's personnel file.



CITY OF OSAGE BEACH
~~CELL PHONE~~ MOBILE DEVICE POLICY

CITY OF OSAGE BEACH
CELL PHONE **MOBILE DEVICE** POLICY

City of Osage Beach Cell Phone **Mobile Device Policy Statement**

*The Board of Aldermen has determined that the use of ~~cell phones~~ **mobile devices** increases the efficiency and responsiveness of City operations. City employees are sometimes required to use ~~cell phones and other handheld wireless communication~~ **these** devices in the performance of their jobs. This policy addresses the conditions under which a ~~cell phone or other handheld wireless communication~~ **mobile** device may be provided to ~~an employee~~ **a user and the rules that govern them.***

1. Application

This policy applies to mobile devices provided by the City of Osage Beach and their use. ~~only to cell phones and other handheld wireless communication devices and related services paid by the City of Osage Beach from any source.~~

2. Definitions

Mobile Device: Any electronic wireless phone, tablet, laptop, or like device owed by the City and issued to an employee as a tool to complete their job duties.

23. Business Purpose

The City of Osage Beach may upon the approval of the City Administrator issue mobile devices ~~cell phones or other handheld wireless communication devices~~ to employees if the employee meets the eligibility standards established by this policy. These devices will be supplied ~~paid for by the City. No more than minor or incidental personal use of the device provided under section 6.0(b) is permitted.~~

34. Eligibility, Availability, and Approvals

Eligibility for a City-provided mobile device ~~cell phone or other handheld wireless communication device~~ is based on the demonstrated and documented need for the employee to use such device frequently in the performance of his/her job. The device/service plan may not exceed the employee's job requirements and must be ordinary and necessary to enable the employee to:

- a. Remain in touch with others due to the nature of the job, such as frequent business-related travel or work outside the office setting.
- b. Be available for emergency contact, for instance: police, IT support, building department, public works and other departments determined by the City Administrator to be necessary for an effective City response to an emergency.

Each department manager is responsible for identifying jobs that may require use of a mobile device ~~cell phones and other handheld wireless communication devices~~, and for indicating the type of device and service appropriate to meet the City's needs. All such devices/services paid for by City funds must be approved by the City Administrator.

45. Effect of Termination or Change in Job Requirements

If an employee's duties change so that the employee no longer needs a City mobile device ~~cell phones and other handheld wireless communication devices~~ to perform his/her job, or if the employee ceases to be employed by the City after being provided with such equipment, the employee is required to return the equipment to the City. The employee's supervisor is responsible for reviewing the necessity of providing such equipment to employees on a

periodic basis and taking steps to recall City owned equipment no longer needed by employees for the performance of their duties. Upon termination of City employment, the employee will release the City assigned phone number.

56. Mobile Device Use ~~Employee Options~~

Users issued a mobile device by the City as part of their employment shall adhere to the following requirements: ~~Each employee required to have a cell phone as part of their employment shall have the following options:~~

- a. ~~City's Cell Phone. City owed devices should be used for City business only. Personal use of these devices is not permitted. An employee is issued a City cell phone. Personal use is to be limited and shall not contribute to any overage charges, including but not limited to, overage in data use, picture/video/text/instant messaging use, and/or overages in plan minutes as provided in the City's wireless plan.~~
- a. ~~Personal Cell Phone. An employee may be reimbursed for the business use of his/her personal phone or other device via a stipend paid bi-monthly through the payroll system. The stipend shall be based on the City's current cell phone plan costs of similar devices as provided by the employee. This reimbursement will be reviewed annually and adjusted if necessary. For reimbursement, the employee's personal plan must provide for free phone to phone communication with other City cell phones. The employee shall purchase sufficient time on their personal plan for such City needs. The City may choose to port a City phone number to a personal phone to maintain the highest level of customer service.~~
- b. ~~Device users must comply with the Information Technology Acceptable use policy 3. D. Use of E-mail. See section D. Use of E-mail vii Remote Access to E-mail; of the Information Technology Acceptable Use Policy (10-1) for rules on remotely accessing City e-mail from a cell phone.~~
- c. ~~All elected officials and member of city boards or commissions who may have been assigned a city owned devices or occasional use a city owned device are required under this policy to treat that device and use thereof under the same terms and conditions as outlined in this policy for employees of the city.~~

67. On-Call Cell Phones

~~Cell phones that are given to an employee for on-call purposes should only be used for City business and no personal calls should be made on these phones.~~

7. Safety and Security

- a. ~~Under no circumstances are employees allowed to place themselves or others at risk to utilize a cell phone to fulfill business or personal needs. Employees are expected to limit all activities while driving such as accepting or placing a call, talking on a cell phone,~~

~~eating, adjusting the radio, etc. Employees should attempt to pull off to the side of the road or into a parking lot and safely stop the vehicle to complete any activity that may distract driving.~~ Use while Driving: Under no circumstances are employees allowed to place themselves or others at risk while operating a mobile device. Employees may not use any mobile device while conducting City business while driving or while driving/operating City equipment of any kind.

This shall not apply to any device that is permanently embedded into the architecture and design of the motor vehicle/equipment or any hands-free option accessible through a mobile device.

The provisions of this section shall not apply to:

- The operator of a vehicle/equipment that is lawfully parked or stopped;
- The use of voice-operated technology.
- The use of two-way radio transmitters or receivers by a licensee of the Federal Communications Commission (FCC).

b. ~~TEXTING—Texting or E-mail (sending or reading), either personal or business related, are prohibited while driving City vehicles or personal vehicles while conducting City business and while driving/operating City equipment of any kind.~~

b. All mobile devices are required to be backed up so that all communication and documents generated using the mobile device are easily retrievable.

c. Any electronic form of communication performed on a city owned device is considered the property of the City of Osage Beach. It is against City policy to reset a City device to factory default or to destroy any electronic form of communication performed on a City owned device.

8. Disciplinary Action

Violation of this policy may subject an employee to disciplinary action, per City Personnel Rules and Regulations, Section 125.150.

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Nicholas Edelman
Presenter: Jeana Woods, City Administrator
Date Submitted: September 13, 2019

Agenda Item:

Bill 19-65 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Construction Contract OB19-014 with Hessling Construction, Inc. for the Osage Beach Parkway Sidewalk Improvements, Phase 5, in an amount not to exceed \$177,486.09. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-65

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - There is some asphalt on this project. The asphalt is to make sure the driveways match the concrete sidewalk. If we want to get this work completed prior to winter, we need to get this approved as soon as possible.

Budgeted Item:

Yes

Budget Line Item/Title: 20 00-773211 Hwy 54 Sidewalk Improvements

FY19 Budgeted Amount:	\$722,000
Expenditures to Date (08/29/19):	(\$238.50)
Available:	\$721,761.50
Requested Amount:	\$154,845.37

Budget Line Item/Title: 20 00-761300 Road Repair & Maintenance

FY19 Budgeted Amount:	\$88,574.00
Expenditures to Date (08/30/19):	(\$17,840.73)
Available:	\$70,733.27
 Requested Amount:	 \$22,640.72

Department Comments and Recommendation:

This project is to install sidewalks along Osage Beach Parkway from Barry Prewitt to Dumar Plaza. This project was requested by the Osage Beach Special Road District. They are funding the sidewalk portion of the project at 100 %.

We opened bids on August 30. There were four bidders. The low bidder was Hessling Construction Inc. with a bid amount of \$177,486.09. We have done work with Hessling Construction Inc. in the past. They worked on the sidewalk project along Osage Beach Parkway from Case to Nichols.

The sidewalk portion of this project which is funded by the Osage Beach Special Road District is in the amount of \$154,845.37. The remaining work on this project is replacing the remaining concrete for the City Portion of Stonecrest Circle and replacing some guard rail and end terminals. This work is to be funded by Road Repair and Maintenance in the amount of \$22,640.72.

The Public Works Department recommends approval of this bill.

City Attorney Comments:

Per City Code 110.230, Bill 19-65 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 EXECUTE CONTRACT OB19-014 WITH HESSLING CONSTRUCTIONS, INC. FOR THE OSAGE BEACH PARKWAY SIDEWALK IMPROVEMENTS, PHASE 5

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OB19-014 Hessling Construction, Inc. for the Osage Beach Parkway Sidewalk Improvements Phase 5, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed One Hundred Seventy-Seven Thousand Four Hundred Eighty-Six and 09/100 dollars (\$177,486.09).

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 READING:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.65 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.65.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Hessling Construction, Inc.** a Corporation of the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

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

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

Osage Beach Parkway Sidewalk Improvements, Phase 5

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One hundred seventy-seven thousand four hundred eighty-six dollars and nine cents (\$177,486.09)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 2019, before me appeared _____
to me personally known who, being by me duly sworn, did say that he/she is the _____ of
Hessling Construction, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation by
authority of its board of directors, and said _____ acknowledged said instrument to be the free act
and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION
City of Osage Beach, MO
Osage Beach Parkway Sidewalk Improvements, Phase 5
Osage Beach Project # OB19-014
8/30/2019

8/30/2019															
Bids						Engineer Estimate		Hessling Construction Inc.		Rhad A. Baker Construction		Stockman Construction		Concrete Solution, LLC	
Item No.		Description		Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
01800.01	Force Account	1.00	LS	\$7,500.00		\$7,500.00		\$7,500.00	\$7,500.00	\$7,500.00		\$7,500.00	\$7,500.00	\$7,500.00	
02096.01	Mobilization	1.00	LS	\$9,906.59		\$9,906.59		\$11,807.90	\$11,807.90	\$18,000.00	\$18,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00
02097.01	Traffic Control Plan	1.00	LS	\$15,000.00		\$15,000.00		\$5,410.57	\$5,410.57	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00
02316.01	Subgrade Preparation	1404.00	SY	\$15.00		\$21,060.00		\$6.77	\$9,505.08	\$25.00	\$35,100.00	\$26.00	\$36,504.00	\$29.00	\$40,716.00
02370.01	Silt Fence	646.00	LF	\$2.50		\$1,615.00		\$3.79	\$2,448.34	\$3.00	\$1,938.00	\$4.25	\$2,745.50	\$5.00	\$3,230.00
02370.02	Sedimentation Control Trap	5.00	EACH	\$225.00		\$1,125.00		\$487.35	\$2,436.75	\$300.00	\$1,500.00	\$125.00	\$625.00	\$200.00	\$1,000.00
02740.01	2" Bituminous Pavement PG64-22 (BP-1)	15.60	TON	\$100.00		\$1,560.00		\$495.39	\$7,728.08	\$187.00	\$2,917.20	\$208.00	\$3,244.80	\$187.00	\$2,917.20
02740.02	6" Bituminous Pavement (Base)	46.80	TON	\$85.00		\$3,978.00		\$236.85	\$11,084.58	\$187.00	\$8,751.60	\$240.00	\$11,232.00	\$187.00	\$8,751.60
02740.03	Tack Liquid Asphalt	10.00	GAL	\$3.00		\$30.00		\$174.33	\$1,743.30	\$3.50	\$35.00	\$3.90	\$39.00	\$3.50	\$35.00
02740.04	Prime Liquid Asphalt	60.00	GAL	\$3.00		\$180.00		\$69.95	\$4,197.00	\$41.25	\$2,475.00	\$46.00	\$2,760.00	\$44.00	\$2,640.00
02745.01	Concrete Approach Pavement (W/WWF Reinforcement)	144.60	SY	\$80.00		\$11,568.00		\$125.06	\$18,083.68	\$90.00	\$13,014.00	\$85.00	\$12,291.00	\$98.00	\$14,170.80
02778.01	Concrete Curb, Type A (Integral)	216.35	LF	\$40.00		\$8,654.00		\$35.41	\$7,660.95	\$35.00	\$7,572.25	\$17.00	\$3,677.95	\$30.00	\$6,490.50
02778.02	Concrete Curb, Type S	19.90	LF	\$45.00		\$895.50		\$74.33	\$1,479.17	\$45.00	\$895.50	\$44.00	\$875.60	\$50.00	\$995.00
02778.03	Concrete Curb & Gutter Type B	55.02	LF	\$45.00		\$2,475.90		\$83.33	\$4,584.82	\$40.00	\$2,200.80	\$38.00	\$2,090.76	\$39.00	\$2,145.78
02778.04	Concrete Sidewalk (W/WWF Reinforcement)	608.00	SY	\$40.00		\$24,320.00		\$48.46	\$29,463.68	\$70.00	\$42,560.00	\$60.00	\$36,480.00	\$60.00	\$36,480.00
02778.05	Truncated Domes	20.00	SF	\$45.00		\$900.00		\$43.01	\$860.20	\$35.00	\$700.00	\$22.00	\$440.00	\$30.00	\$600.00
02831.01	Modular Block Retaining Wall	203.00	SF	\$35.00		\$7,105.00		\$56.76	\$11,522.28	\$30.00	\$6,090.00	\$35.00	\$7,105.00	\$30.00	\$6,090.00
02831.02	Aluminum Handrail	69.00	LF	\$120.00		\$8,280.00		\$94.06	\$6,490.14	\$85.00	\$5,865.00	\$104.00	\$7,176.00	\$125.00	\$8,625.00
02911.01	Sodding	251.40	SY	\$60.00		\$15,084.00		\$33.86	\$8,512.40	\$10.00	\$2,514.00	\$29.00	\$7,290.60	\$9.00	\$2,262.60
16200.01	Contractor Furnished Staking	1.00	LS	\$10,000.00		\$10,000.00		\$2,326.45	\$2,326.45	\$3,000.00	\$3,000.00	\$5,400.00	\$5,400.00	\$2,500.00	\$2,500.00
Subtotal: Road District Funding						\$151,236.99		\$154,845.37		\$166,628.35		\$168,477.21		\$169,149.48	
ITEMS FROM SUPPLEMENTARY FUNDING SOURCE															
02745.03	Concrete Approach Pavement (W/WWF Reinforcement)	233.90	SY	\$80.00	\$	18,712.00		\$65.54	\$	15,329.81		\$90.00	\$	21,051.00	
02778.01	Concrete Curb, Type A (Integral)	33.10	LF	\$40.00	\$	1,320.00		\$68.97	\$	2,282.91		\$50.00	\$	1,655.00	
02780.01	MGS Block and Height Transition	1.00	EACH	\$3,000.00	\$	3,000.00		\$888.00	\$	888.00		\$1,950.00	\$	1,950.00	
02780.02	Mash Crashworthy End Terminal	1.00	EACH	\$3,000.00	\$	3,000.00		\$4,140.00	\$	4,140.00		\$5,500.00	\$	5,500.00	
Subtotal: Supplementary Funding Source:						\$26,032.00		\$22,640.72		\$30,156.00		\$30,176.20		\$32,215.20	
TOTAL OF ALL ITEMS:						\$177,268.99		\$177,486.09		\$196,784.35		\$198,653.41		\$201,364.68	

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: John Olivarri, Mayor
Date Submitted: September 13, 2019

Agenda Item:

Bill 19-66 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to enter into a Cooperation Agreement with Lake of the Ozarks Tri-County Lodging Association for a Destination Tournament Soccer Complex. *First Reading*

Requested Action:

First Reading of Bill #19-66

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The cooperative agreement is a necessary step in moving the project forward in a timely manner.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 19-66 is in correct form.

City Administrator Comments:

The Mayor, City Administrator, and the City Attorney have been working through the details of the agreement in collaboration with outside legal and financial sources. This is the final negotiated agreement between the City and the Tri-County Lodging Association (TCLA) and is necessary to move forward with the project.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT WITH LAKE OF THE OZARKS TRI-COUNTY LODGING ASSOCIATION FOR A DESTINATION TOURNAMENT SOCCER COMPLEX.

WHEREAS, the Board of Aldermen has determined it is in the best interest of the City to enter into a cooperative agreement as the next necessary step in moving the project forward in a timely manner.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City to enter into a Cooperation Agreement with Lake of the Ozarks Tri-County Lodging Association for a Destination Tournament Soccer Complex in substantially the form attached hereto as "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: DATE

I hereby certify that the above Ordinance No. 19.66 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.66

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “*Agreement*”) is made and entered into as of _____, 2019 (the “*Effective Date*”) by and between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “*City*”), the CAMDEN COUNTY BUSINESS DISTRICT, a lake area business district, the MILLER COUNTY BUSINESS DISTRICT, a lake area business district, the MORGAN COUNTY BUSINESS DISTRICT, a lake area business district, (collectively, the “*Business Districts*”) and the **LAKE OF THE OZARKS TRI-COUNTY LODGING ASSOCIATION**, a Missouri not-for-profit corporation (the “*TCLA*” and together with the City, and the Business Districts, the “*Parties*”).

RECITALS

A. The Parties desire to develop an approximately 51-acre tournament soccer complex (the “*Destination Tournament Soccer Complex*”) on the property described in **Exhibit A** attached hereto (the “*Project Site*”).

B. The development and operation of a Destination Tournament Soccer Complex, by hosting various regional and national tournaments, will promote tourism within the Business Districts and will enhance the recreational opportunities available to residents of and visitors to the City and surrounding areas.

C. In accordance with Sections 70.220 and 67.1175, RSMo, the Parties may cooperate with each other for the purpose of planning, developing, constructing and operating public facilities, including the proposed Destination Tournament Soccer Complex.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals hereto, the following words and terms as used herein shall have the following meanings:

“*Bond Counsel*” means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the Parties of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Documents” means the documents associated with the issuance of the Bonds, including, without limitation, the Financing Agreement and any trust indentures, bond purchase or placement agreements, tax compliance agreements, continuing disclosure undertakings and offering documents associated with the Bonds.

“Bonds” means any bonds, notes or other obligations issued to finance or refinance the designing, constructing, installing and equipping of the Destination Tournament Soccer Complex.

“Business Districts Financing Contribution” means, subject to annual appropriation, an annual amount, which will include amounts agreed upon by the Parties designated for payment of debt service on the Bonds and amounts agreed upon by the Parties designated for the Capital Replacement Fund described in **Section 6(b)** but will not exceed the amount of tax revenues collected under the Lodging Tax Increase in each year.

“Capital Replacement Fund” means a fund or account established which will be used by the City to pay for the a) non-normal repair, b) replacement, or c) significant enhancement of the capital improvements at the Destination Tournament Soccer Complex, including turf, lighting, concession stands, restrooms, surface access or other infrastructure needs at the complex, as agreed to by the parties.

“Financing Agreement” means an agreement to be negotiated later by the Parties and the Issuer, pursuant to which the Issuer will agree to issue the Bonds, the Business Districts will agree to make the Business Districts Financing Contribution available for the repayment of the Bonds, and the City will use the proceeds from the Bonds to pay the costs of constructing and equipping the Destination Tournament Soccer Complex.

“Issuer” means (a) the Missouri Development Finance Board or (b) another entity mutually agreeable to the Parties that possesses the statutory powers necessary to issue the Bonds.

“Lodging Tax Increase” means the proposed Business Districts' lodging tax increases to be voted on by the qualified voters of the Business Districts on November 5, 2019.

“Project Capital Costs” means all costs of designing, constructing, installing and equipping the Destination Tournament Soccer Complex.

“Project Operational Costs” all costs necessary for the proper operation and maintenance of the Destination Tournament Soccer Complex, including, without limitation those costs described on **Exhibit B**.

2. Conditions Precedent to Performance.

(a) Except with respect to **Section 11** below, all obligations of the Parties are subject to the approval of the Lodging Tax Increase in the Camden County Lake Area Business District at the November 5, 2019 election.

(b) Following the approval of the Lodging Tax Increase in Camden County, the Parties agree to meet and negotiate in good faith the Financing Agreement, consistent with this agreement.

3. Acquisition of Project Site. The City shall secure the donation of the Project Site from the current property owner or otherwise acquire the Project Site prior to or simultaneously with the issuance of the Bonds. A separate site acquisition agreement shall be completed between Arrowhead Development LLC and the City and no funds from the Bonds shall be used for such acquisition.

4. Construction of Soccer Complex.

(a) The City shall control all aspects of the design and construction of the Destination Tournament Soccer Complex subject to the review and advice of a representative of one Business District and a representative of TCLA if it does not create a delay in the project, provided, however, that the Parties agree the Destination Tournament Soccer Complex will at a minimum, include:

- (i) Eight lighted and tournament style synthetic turf fields
- (ii) Concession Stands
- (iii) Permanent restroom facilities
- (iv) Paved parking areas
- (v) Roadway access

(b) The City will endeavor to complete construction of the Destination Tournament Soccer Complex in a prompt manner following issuance of the Bonds and shall provide the Business Districts and TCLA with periodic written updates regarding the construction process. Upon request of the Business Districts or TCLA, the City shall arrange for representatives of the Business Districts and TCLA to inspect the construction of the Destination Tournament Soccer Complex (subject to reasonable advance notice and safety precautions associated with an active work site).

(c) All construction contracts entered into in connection with the Destination Tournament Soccer Complex shall comply with all applicable federal and state laws and shall state that the contractor has no recourse against the Business Districts or against the TCLA with respect to the contractor's construction of any applicable portions of the Destination Tournament Soccer Complex. Each of the Business Districts and the TCLA may inspect any contracts or related documents entered into by the City in connection with the construction of the Destination Tournament Soccer Complex.

5. Financing of Soccer Complex.

(a) The Parties agree to cooperate in good faith with the Issuer to negotiate the Financing Agreement and cause the issuance of the Bonds. The Business Districts shall make the Business Districts Financing Contribution in the time and manner required by the Financing Agreement. The Parties expect that the Bonds will be issued in the first quarter of 2020, so as to provide funds to begin construction in Spring 2020. As part of the Financing Agreement, the Business Districts will directly pledge the Business Districts Financing Contribution to the trustee for the Bonds for payment of debt service on the Bonds and deposit into the Capital Replacement Fund.

(b) The Parties acknowledge that, in addition to the Financing Agreement, issuance of the Bonds may require that the City and the Business Districts enter into other Bond Documents customary to municipal bond transactions. The Parties will cooperate with each other, the Issuer and Bond Counsel to approve and execute such documents. The final terms of the Bonds shall be set forth in the Bond Documents approved by the Parties and the Issuer.

(c) The Parties may select their own financial advisors and other professionals (other than Bond Counsel, which shall be subject to mutual agreement as provided in **Section 1**) to advise them with respect to the issuance of the Bonds.

(d) Prior to the issuance of the Bonds, the Parties may incur Project Capital Costs. Any Project Capital Costs, plus any related costs for advice or consultations concerning the engineering, financing, managing, legal or operational issues connected with the project and incurred or paid by the Parties prior to the issuance of the Bonds may, by agreement of the Parties, be reimbursed from the proceeds of the Bonds.

6. Management and Operation of the Soccer Complex.

(a) The City will own, operate and maintain the Destination Tournament Soccer Complex as a public facility and shall be responsible for payment of all Project Operational Costs (except with respect to any repair, replacement or enhancement that may be paid from the Capital Replacement Fund). The City may enter into booking or management contracts with nationally recognized expert(s) in tournament operations to assist in attracting tournaments and other events that promote tourism at the Destination Tournament Soccer Complex. The City shall consult with Bond Counsel to ensure that no proposed contract violates any covenants or restrictions with respect to maintaining the exclusion of interest on the Bonds from federal gross income.

(b) The Parties shall establish a Capital Replacement Fund, which fund will be used by the City, to pay for the repair, replacement and enhancement of various capital improvements within the Destination Tournament Soccer Complex, including, without limitation, turf, lighting and restrooms. The Parties will mutually agree to an amount for the Capital Replacement Fund.

(c) The City shall use best efforts to operate concession stands, charge for parking at tournaments, obtain sponsorships, charge for advertising spaces and undertake other revenue-producing activities associated with the operation of the Destination Tournament Soccer Complex.

All such revenues generated by the City shall be used to pay Project Operational Costs. Any revenues in excess of the City's annual Project Operational Costs shall be deposited in the Capital Replacement Fund. If revenues are not sufficient to pay Project Operational Costs, the City shall fund Project Operational Costs from other sources, including withdrawals from the City's contributions to the Capital Replacement Fund. The City shall consult with Bond Counsel to ensure that no proposed sponsorship, naming rights or similar arrangement violates any covenants or restrictions with respect to maintaining the exclusion of interest on the Bonds from federal gross income.

(d) The City shall provide, at no charge, two places within the Destination Tournament Soccer Complex for the TCLA to advertise other tourism events within the geographic area served by the TCLA. Unless otherwise agreed to by the Parties, the location of such display shall be near (and of similar size to) advertisements and displays for prominent sponsors. The TCLA shall be responsible for all costs associated with the installation, maintenance and updating of the display.

7. Representations.

(a) The City represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) The City is a fourth-class city organized and existing under the laws of the State of Missouri, and by proper action has been duly authorized to execute, deliver and perform this Agreement; and

(ii) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) The Camden County Business District represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) the Camden County Business District is a lake area business district, organized and existing under Section 67.1170, RSMo; and

(ii) to the best of the Camden County Business District's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the Camden County Business District to perform this Agreement.

(c) The Miller County Business District represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) the Miller County Business District, is a lake area business district, organized and existing under Section 67.1170, RSMo; and

(ii) to the best of the Miller County Business District's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the Miller County Business District to perform this Agreement.

(d) The Morgan County Business District represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) the Morgan County Business District is a lake area business district, organized and existing under Section 67.1170, RSMo; and

(ii) to the best of the Morgan County Business District's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the Morgan County Business District to perform this Agreement.

(e) The TCLA represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) the TCLA is not-for-profit corporation organized and existing under the laws of the State of Missouri, and by proper action has been duly authorized to execute, deliver and perform this Agreement; and

(ii) to the best of the TCLA's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the TCLA to perform this Agreement.

8. Amendment or Modification. This Agreement may be amended or modified only by written instrument duly executed by the Parties hereto.

9. Third Party Rights. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

10. Severability. If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the ,validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

11. Costs to Prepare Agreement. The Parties may, at their option, seek reimbursement for any legal costs associated with this Agreement from the proceeds of the Bonds pursuant to paragraph 5(d).

12. Missouri Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

13. Counterparts. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Name: John Olivarri
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: Tara Berreth
Title: City Clerk

**CAMDEN COUNTY BUSINESS
DISTRICT**

By: _____
Name: Fred Dehner
Title: Chairperson

(SEAL)

ATTEST:

**MORGAN COUNTY BUSINESS
DISTRICT**

By: _____
Name: Ken Allen
Title: Chairperson

(SEAL)

ATTEST:

**MILLER COUNTY BUSINESS
DISTRICT**

By: _____
Name: Russell Burdette
Title: Chairperson

(SEAL)

ATTEST:

**LAKE OF THE OZARKS TRI-
COUNTY LODGING ASSOCIATION**

By: _____
Name: Sue Westenhaver
Title: Chairperson

(SEAL)

ATTEST:

By: _____
Name: _____
Title: Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT B

PROJECT OPERATIONAL COSTS

Project Operational Costs include all costs necessary for the operation and maintenance of the Destination Tournament Soccer Complex, including, without limitation:

- Grounds maintenance (mowing and landscaping, litter pickup, etc.)
- Synthetic turf maintenance and normal repair
- Lighting maintenance and normal repair
- Parking lot, sidewalk and fencing maintenance and normal repair
- Restroom maintenance and normal repair
- Utility fees (electricity, water, etc.)
- Building cleaning (restrooms, concession stands)
- Building maintenance and custodial supplies
- Equipment maintenance, repair and replacement upon end of useful life (bleachers, goals, netting)
- Insurance
- Marketing and booking (personnel, advertising, trade shows, travel, scheduling software)
- Security (camera system and officers)
- Employees (grounds crew, office, concession, parking lot attendants, game officials, supervisors)

City of Osage Beach

Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: September 13, 2019

Agenda Item:

Bill 19-67 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute Amendment #2 to the State Block Grant Agreement for the Grand Glaize Airfield Pavement Maintenance and Installation of Hold Sign, Project 17-045A-1 with the Missouri Highway and Transportation Commission. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-67

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - This agreement needs to be signed and returned to MoDOT in order to receive further grant funds.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 19-67 is in correct form.

City Administrator Comments:

This agreement will allow the Grand Glaize airfield pavement maintenance and installation of Hold sign project time period to be extended from December 1, 2018 to November 30, 2019, to allow for completion of the final paperwork. The engineering and a majority of the construction was completed in FY2018. Final paperwork as well as final grants funds will be requested during this period of extension. This was a

MODOT aviation 90% funded grant.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #2 TO STATE BLOCK GRANT AGREEMENT, PROJECT NO. 17-045A-1 WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

Section 1. That the Board of Aldermen has determined it is in the best interest of the City to authorize Amendment No. 2 to the Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 17-045A-1 for Grand Glaize Airfield Pavement Maintenance and Installation of Hold Sign.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached as Exhibit A and included herein as Amendment No. 2 to the Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 17-045A-1, to allow the Grand Glaize Airfield pavement maintenance and installation of Hold Sign project time period to extend from December 1, 2018 to November 30, 2019, to allow for completion of the final paperwork.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.67 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:

Date

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.67.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 03/17 (MWH)

Modified:

Sponsor: City of Osage Beach

Project No.: 17-045A-1

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #2

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Original Agreement executed by the Sponsor on June 30, 2017, and executed by the Commission on July 10, 2017, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Fifteen Thousand Four Hundred Sixteen Dollars (\$15,416) to the Sponsor to assist with Airfield Pavement Maintenance and Installation of Hold Sign; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on September 27, 2017, and executed by the Commission on October 5, 2017, (hereinafter, "Amendment #1") under which the Commission granted an additional sum not to exceed Two Hundred Thirty-Seven Thousand Eight Hundred Eleven Dollars (\$237,811) to the Sponsor to assist with Airfield Pavement Maintenance and Installation of Hold Sign; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 1, 2018, will be extended to November 30, 2019, to allow for completion of the work. Paragraph (1) of the Original Agreement is hereby amended accordingly.

(A) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in Amendment #1.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before November 15, 2019, or such subsequent date as may be prescribed in writing by the Commission.

(C) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF OSAGE BEACH

Title _____

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: September 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: September 13, 2019

Agenda Item:

Motion to change the date of the October 17, 2019 Board of Aldermen meeting to October 24, 2019.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

In accordance with section 110.110, the Board of Aldermen may dispense with, or reschedule, any regular meeting, but at least one meeting must be held in each calendar month.

Deadline for Action:

Yes

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

The Lake Area Chamber Annual Fall Dinner is scheduled for Thursday, October 17, 2019, which conflicts with the second regularly scheduled Osage Beach Board of Aldermen meeting for the month.

In order for the Mayor and Board of Aldermen to attend the dinner, I recommend rescheduling the meeting to Thursday, October 24, 2019 (no change in time or location). Since there are five Thursdays in October this change will leave a week before the first meeting in November. Adjusting the meeting date has been a practice

in the past to accomodate the Board's attendance to the dinner.