

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

August 18, 2022 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

- A. Proclamation authorizing the Mayor - Aviation Day August 19, 2022

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting August 4, 2022
- ▶ Bills List - August 18, 2022

UNFINISHED BUSINESS

- A. Bill 22-59 - An ordinance of the City of Osage Beach, Missouri, for additions and amendments to chapter 405 "Zoning Regulations" Article V. "Signs". *Second Reading*
- B. Bill 22-60 - Additions and Amendments to Chapter 405 "Zoning Regulations" Article IX. Off-Street Parking and Loading Requirements and the Design Guidelines and Information Packet. *Second Reading*
- C. Bill 22-61 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 5 - Roads, Streets and Parking Areas. *Second Reading*

NEW BUSINESS

- A. Resolution 2022-05 - A resolution of the City of Osage Beach, Missouri, to adopt revised Policy for consideration of Tax Increment Financing proposals
- B. Bill 22-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with B and H Welling Drilling, Inc. to cap an old residential well located at 5670 Rockwood Court in Osage Beach using a grant from the Department of Natural Resources for an amount not to exceed \$6,840.00. *First and Second Reading*
- C. Bill 22-64 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 21.78 Adopting the 2022 Annual Operating Budget, Transfer of Funds for Necessary Expenses for Well Plugging. *First and Second Reading*
- D. Motion to Approve the re-appointment of Board of Directors to the Arrowhead Centre Community improvement District (CID).
- E. Motion to approve the disposal of specific items deemed as surplus property

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

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

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

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



PROCLAMATION

NATIONAL AVIATION DAY

AUGUST 19, 2022

WHEREAS, National Aviation Day was first observed in 1939 by President Franklin D. Roosevelt;
and

WHEREAS, August 19th is the anniversary of Orville Wright's birth, the younger of the Wright brothers, renowned American aviation pioneers; and

WHEREAS, citizens and aviation enthusiasts are encouraged to celebrate the history of aviation, remember how far we've come as a nation, and support the future of aviation; and

NOW, THEREFORE, I, Michael Harmison, Mayor of Osage Beach, Missouri, in cooperation with communities throughout our great nation, do hereby proclaim August 19, 2022, as National Aviation Day and encourage all Osage Beach families to take part in learning more about our country's aviation at museums and aviation events.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Osage Beach to be affixed, this 18th day of August 2022.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

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

August 4, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, August 4, 2022, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Richard Ross, Alderman Kellie Schuman, Alderman Phyllis Marose, Alderman Bob O'Steen and Alderman Kevin Rucker. City Clerk Tara Berreth present and performed the duties for the City Clerk's office. Appointed and Management staff present were Assistant City Administrator Mike Welty, Police Chief Todd Davis, City Planner Cary Patterson, Airport Manager Ty Dinsdale, Public Works Operations Director Kevin Crooks, IT Manager Mikeal Bean, Parks and Rec Manager Eric Gregory, Economic Development Specialist Mitchell Moon and Cochran Engineering Dave Van Leer.

MAYOR'S COMMUNICATIONS

Proclamation authorizing the Mayor - National Health Week August 7-13, 2022

APPROVAL OF CONSENT AGENDA

Alderman Becker made a motion to approve consent agenda. This motion was seconded by Alderman Rucker. Motion passes with voice vote.

UNFINISHED BUSINESS

Bill 17-73 - An ordinance of the City of Osage Beach, Missouri, to Approve the Redevelopment Project for the Osage Beach Commons Tax Increment Financing Plan and Activating the collection of Tax Increment Financing Revenues Therein. *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 17-73. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 17-73 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen. Alderman Rucker. Bill 17.73 was passed and approved as Ordinance 17.73.

Bill 22-53 An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the LOZ Visual Arts Organization's LOZ En Plein Air Art Festival Event Support Request, in an amount not to exceed \$2,000. *Second Reading*

Alderman O'Steen made a motion to approve the second reading of Bill 22-53. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 22.53 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen. Alderman Rucker. Bill 22.53 was passed and approved as Ordinance 22.53.

Bill 22-55- An ordinance of the City of Osage Beach, Missouri, amending section 340.150 Manner of Operation of Motor Vehicles - Careful and Prudent. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 22-55. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 22.55 and

to pass same into ordinance: “Ayes” Alderman Becker, Alderman Schuman, Alderman Marose, Alderman O’Steen. Alderman Rucker. “Nay” Alderman Ross. Bill 22.55 was passed and approved as Ordinance 22.55.

NEW BUSINESS

Bill 22-59 - An ordinance of the City of Osage Beach, Missouri, for additions and amendments to chapter 405 "Zoning Regulations" Article V. "Signs". *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 22-59 with recommendations for Board. This motion was seconded by Alderman Marose. Motion passes with voice vote.

Bill 22-60 -An ordinance of the City of Osage Beach, Missouri repealing and replacing Chapter 405 “Zoning Regulations” Article IX. Off-Street Parking and Loading Requirements. *First Reading*

Alderman O’Steen made a motion to approve the first reading of Bill 22-60 with recommendations from the Board. This motion was seconded by Alderman Marose. Motion passes with voice vote.

Bill 22-61 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 5 - Roads, Streets and Parking Areas. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 22-61 with recommendations from the Board. This motion was seconded by Alderman Schuman. Motion passes with voice vote.

Motion to approve purchase of Office 365 licenses from Forward Slash Technologies for an amount not to exceed \$30,000.

Alderman Schuman made a Motion to approve purchase of Office 365 licenses from Forward Slash Technologies for an amount not to exceed \$30,000. This motion was seconded by Alderman Marose. Motion passes with voice vote.

Motion to approve the purchase of (3) submersible pumps for lift station CL17 (on Hwy KK & Three Seasons Road) from Municipal Pump Company Inc. for an amount not to exceed \$99,594.96.

Alderman Rucker made a motion to approve the purchase of (3) submersible pumps for lift station CL17 (on Hwy KK & Three Seasons Road) from Municipal Pump Company Inc. for an amount not to exceed \$99,594.96. This motion was seconded by Alderman Becker. Motion passes with voice vote.

Discussion - Osage Beach Private Road Assessment

Staff is asking the Board for direction and comments regarding private roads within City limits, which will aid in staff's ability to plan accordingly for the upcoming budget workshops and assist us in how to work best with the OBSRD (Osage Beach Special Road District). For many years, the city has financially partnered with the OBSRD in getting private roads into City inventory, sharing in the costs of engineering and construction. Many private roads require improvements to best meet City design guidelines prior to the city accepting a road into inventory.

Staff was asked to find out if any of these homeowners have a shared road agreement filed with the County Recorder.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Assistant City Administrator Welty – Bid out the Pavement Maintenance Plan and was over budget and was rejected. This project will be rebid out in December in 3 parts. Parkway extensions are in process. Hoping to have all approval by winter of 2022. Parks Master Plan survey will be coming out within the next few weeks. On September 1, 2022, the consultant's will be in Council Chambers all day to answer any questions. The plan will be sent to the Board at one of the meetings in October.

Public Works Operations Manager Crooks – Meet with 2 different homeowners about possible road improvements. Fair amount of resistant from homeowners not wanting road improvements.

Parks Manager – Fishing Derby was a great success. Citywide Rummage Sale coming up in September. Fall Festival in October.

Cochran Engineering Van Leer – Industrial Drive is underway.

Economic Development Moon- International Beer Day August 5, 2022.

STAFF COMMUNICATIONS

Alderman Rucker – Need to review Ordinances.

Alderman Schuman – Fishing Derby was a great event. Appreciative of all the hard work on putting all the events together.

Alderman Becker – Great job on Public Works for getting Kwik Car back online.

Alderman O'Steen – Congratulations on those that won the elections.

Alderman Marose – Second Quarter employee winners. Pam Campbell, Laura McDonald and Stevie Hines

Alderman Ross – Recognitions to Mitch and Jan for the International Beer Day campaign.

Mayor Harmison – Thank to the Public Department for the fast and great work on Kwik Car. The city received a gift from the Staenberg Group from Saint Louis. They gave the city an autographed baseball from the Great Stan Musial from St. Louis Cardinals.

EXECUTIVE SESSION

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

Alderman Becker made a motion to go into Executive Session. This motion was seconded by Alderman Schuman. The following roll call vote was taken to open the meeting: "Ayes": Alderman Ross, Alderman Marose, Alderman Becker, Alderman Schuman, and Alderman O'Steen. Alderman Rucker. The meeting was therefore moved to closed session.

ADJOURN CLOSED SESSION

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

No announcements were made following the closed session.

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

ADJOURN REGULAR MEETING

There being no further business to come before the Board, the meeting adjourned at 9:15 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on August 4, 2022, and approved August 18, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
August 18, 2022**

Bills Paid Prior to Board Meeting	\$ 2,128,204.74
Payroll Paid Prior to Board Meeting	\$ 146,202.89
SRF Transfer Prior to Board Meeting	\$ -
TIF Transfer Dierbergs	\$ -
Bills Pending Board Approval	\$ 327,107.90
Total Expenses	<u>\$ 2,601,515.53</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #01450465	282.00
			Case #01812565	173.08
		MO DEPT OF REVENUE	State Withholding	4,236.00
			Fed WH	11,833.14
		INTERNAL REVENUE SERVICE	FICA	7,915.97
			Medicare	1,851.31
		ICMA	Loan Repayment	33.77
			Loan Repayment	225.00
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	216.93
			Loan Repayment	182.34
			Loan Repayment	277.41
			Loan Repayment	85.94
			Loan Repayment	98.17
			Retirement 457 &	2,254.76
			Retirement 457	1,070.00
			Loan Repayments	51.67
			Loan Repayments	134.84
			Loan Repayments	310.70
			Loan Repayments	92.92
			Loan Repayments	215.76
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	115.98
			Retirement Roth IRA %	51.74
			Retirement Roth IRA	215.00
		HSA BANK	HSA Contribution	477.50
			HSA Family/Dep. Contributi	<u>1,638.91</u>
			TOTAL:	34,657.90
Mayor & Board	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE HAMNER, GARY	CAMDEN COUNTY LDRSHP-HARMI	450.00
			JOINT SEWER BOARD MEETING	<u>75.00</u>
			TOTAL:	525.00
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	613.22
			Medicare	143.41
		ICMA	Retirement 401%	101.80
			Retirement 401	610.87
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		NEOGOV	NEO GOV TRAINING	<u>1,408.88</u>
			TOTAL:	3,065.68
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	207.12
			Medicare	48.44
		ICMA	Retirement 401%	34.60
			Retirement 401	207.60
		HSA BANK	HSA Family/Dep. Contributi	75.00
			LASERFICHE MAINT 8/2022-8/	<u>540.00</u>
		R&D COMPUTER SYSTEMS LLC	TOTAL:	1,112.76
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	596.78
			Medicare	139.58
		ICMA	Retirement 401%	98.64
			Retirement 401	591.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Contribution	18.76
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,595.57
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	90.23
			Medicare	21.10
		ICMA	Retirement 401%	15.19
			Retirement 401	91.13
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	292.65
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	398.87
			Medicare	93.28
		ICMA	Retirement 401%	65.19
			Retirement 401	391.13
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,023.47
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	488.56
			Medicare	114.26
		ICMA	Retirement 401%	81.65
			Retirement 401	489.92
		WEX INC	BLDG DEPT FUEL	35.59
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>187.50</u>
			TOTAL:	1,434.98
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	61.94
			Medicare	14.48
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 6/15-7/18/22	<u>30.00</u>
			TOTAL:	106.42
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION BEVERAGES	488.00
		INTERNAL REVENUE SERVICE	FICA	690.69
			Medicare	161.53
		ICMA	Retirement 401%	14.81
			Retirement 401	357.02
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.43
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	190.00
			BEER FOR CONCESSIONS	132.00
		WEX INC	PARK DEPT FUEL	1,159.51
		AMEREN MISSOURI	HATCHERY RD SIGN 6/14-7/14	67.13
			CP MAINT BLDG 6/14-7/15/22	69.22
			CP #2 DISPLAY C 6/14-7/15/	11.51
			CP SOCCER FIELDS 6/14-7/15	21.86
			CP #2 DISPLAY D 6/14-7/15/	11.51
			CP BALL FIELDS 6/14-7/15/2	1,662.30
			CP #2 DISPLAY B 6/14-7/15/	12.56
			CP #2 DISPLAY A 6/14-7/15/	11.51
			CP #2 IRRIG PUMP 6/14-7/15	11.86
		HSA BANK	HSA Contribution	<u>187.50</u>
			TOTAL:	5,306.95
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	216.67
			Medicare	50.66
		ICMA	Retirement 401%	35.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	213.83
		HSA BANK	HSA Contribution	56.24
		NEOGOV	NEO GOV TRAINING	<u>1,878.50</u>
			TOTAL:	2,451.54
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,259.11
			Medicare	762.22
		ICMA	Retirement 401%	506.17
			Retirement 401	3,146.58
		WEX INC	POLICE DEPT FUEL	8,486.14
			POLICE DEPT CAR WASHES	85.00
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	975.00
		LAKE OZARK ROTARY CLUB	ANNUAL ROTARY DUES	150.00
		NEOGOV	NEO GOV TRAINING	<u>469.62</u>
			TOTAL:	18,064.84
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	795.37
			Medicare	186.02
		ICMA	Retirement 401%	92.47
			Retirement 401	677.41
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		OAKES, MELISSA	REIMB MILEAGE EMD CONF-OAK	<u>40.01</u>
			TOTAL:	1,903.78
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	230.24
			Medicare	53.85
		ICMA	Retirement 401%	38.73
			Retirement 401	232.38
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	667.70
Engineering	General Fund	WEX INC	ENG DEPT FUEL	<u>226.47</u>
			TOTAL:	226.47
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	154.37
			Medicare	36.10
		ICMA	Retirement 401%	25.99
			Retirement 401	155.95
		AT&T INTERNET/IP SERVICES	GG INTERNET 7/11/22	769.14
			PARK INTERNET 7/11/22	823.72
			LCF INTERNET 7/11/22	1,243.07
			CITY HALL INTERNET 7/19/22	1,670.92
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,954.26
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	112.80
			Medicare	<u>26.38</u>
			TOTAL:	139.18
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	369.23
		INTERNAL REVENUE SERVICE	Fed WH	914.25
			FICA	793.96
			Medicare	185.66
		ICMA	Retirment 457 &	150.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 457	34.00
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	<u>35.82</u>
			TOTAL:	2,583.24
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	793.95
			Medicare	185.68
		ICMA	Retirement 401%	98.14
			Retirement 401	588.85
		STOCKMAN CONSTRUCTION CORP	INDUSTRIAL DR IMPROV OB22-	31,204.65
			INDUSTRIAL DR IMPROV OB22-	50,024.10
		WEX INC	TRANS DEPT FUEL	4,525.69
		AMEREN MISSOURI	5757 CHAPEL SVC 6/15-7/17/	308.10
		AMEREN MISSOURI	792 PASSOVER LTS 6/14-7/14	61.16
			1095 MACE RD LTS 6/14-7/14	22.96
			1075 NICHOLS LTS 6/15-7/17	206.51
			872 PASSOVER LTS 6/14-7/14	73.49
			MACE RD RNDABT 6/14-7/14/2	43.35
			680 PASSOVER LTS 6/14-7/14	43.60
		HSA BANK	HSA Contribution	75.00
		LONG IV, ROBERT W	HSA Family/Dep. Contributi	275.25
			MILEAGE REIMB 7/16-7/22/22	13.75
		ANDERSON ENGINEERING INC	PARKWAY EXT ENGINEERING	<u>87.03</u>
			TOTAL:	88,631.26
NON-DEPARTMENTAL	Water Fund	MO DEPT OF NATURAL RESOURCES	WEST PWS PRIMACY FEES	7,585.52
		MO DEPT OF REVENUE	EAST PWS PRIMACY FEES	8,837.10
			State Withholding	676.95
		INTERNAL REVENUE SERVICE	Fed WH	1,864.48
			FICA	1,055.17
			Medicare	246.79
		ICMA	Retirement 457 &	334.04
			Retirement 457	121.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	54.80
		ONE TIME VENDOR	04-2750-03	45.12
			06-0430-05	<u>157.05</u>
			TOTAL:	21,015.52
Water	Water Fund	GOEHRI, GEORGE	AUG INSURANCE PREMIUM	59.25
		INTERNAL REVENUE SERVICE	FICA	1,055.17
			Medicare	246.79
		POSTMASTER	AUG UTILITY BILLING POSTAG	550.00
		ICMA	Retirement 401%	173.07
			Retirement 401	1,038.39
		BRENNTAG MID SOUTH INC	CHLORINE & FLUORIDE	5,699.21
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN & LIEN RELEASE	26.50
		WEX INC	WATER DEPT FUEL	1,823.86
		AMEREN MISSOURI	5757 CHAPEL SVC 6/15-7/17/	308.10
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>162.00</u>
			TOTAL:	11,292.34
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	416.82
		INTERNAL REVENUE SERVICE	Fed WH	818.58
			FICA	965.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	225.84
		ICMA	Retirement 457 &	141.90
			Retirement 457	33.00
		HSA BANK	HSA Family/Dep. Contributi	<u>119.80</u>
			TOTAL:	2,721.52
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	965.59
			Medicare	225.82
		POSTMASTER	AUG UTILITY BILLING POSTAG	550.00
		ICMA	Retirement 401%	146.63
			Retirement 401	879.75
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN & LIEN RELEASE	26.50
		WEX INC	SEWER DEPT FUEL	3,613.23
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	5,714.24
			500 ST MORITZ S/P 6/19-7/1	29.35
			5757 CHAPEL L/S 6/15-7/17/	13.99
			5757 CHAPEL SVC 6/15-7/17/	308.10
			253 W END L/S 6/15-7/17/22	22.39
			GRINDER PUMPS & LIFT STATI	7,719.76
			GRINDER PUMPS & LIFT STATI	14,036.34
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	387.75
		LIEDEL JR, BRIAN	MILEAGE REIMB 7/21-7/28/22	253.75
		MENARDS COMMERCIAL	PROPANE TANK- SHOP	49.99
			QUICK LINKS	79.80
			WEED KILLER	49.99
			QUICK LINKS & SPRING SNAPS	88.26
		PRITCHETT, JOSHUA	REIMB CDL- J. PRITCHETT	42.25
		LUTTRELL, DAKOTAH	MILEAGE REIMB 7/15-7/21/22	<u>157.50</u>
			TOTAL:	35,398.48
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	476.00
		INTERNAL REVENUE SERVICE	Fed WH	1,087.35
			FICA	1,001.62
			Medicare	234.23
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Retirement 457 &	173.29
		HSA BANK	HSA Family/Dep. Contributi	<u>45.00</u>
			TOTAL:	3,307.88
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,001.62
			Medicare	234.23
		ICMA	Retirement 401%	114.38
			Retirement 401	686.29
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JULY AMBULANCE REIMBURSEME	2,072.24
		WEX INC	AMB FUEL	1,000.33
		HSA BANK	HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	5,409.09
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	185.00
		INTERNAL REVENUE SERVICE	Fed WH	258.93
			FICA	329.08
			Medicare	76.96
		ICMA	Retirement 457 &	25.48
			Retirement 457	45.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	74.35
			Loan Repayments	30.39
			Loan Repayments	<u>37.15</u>
			TOTAL:	1,062.34
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	AP FIREHOUSE 6/29-7/28/22	37.07
		INTERNAL REVENUE SERVICE	FICA	329.08
			Medicare	76.96
		ICMA	Retirement 401%	41.95
			Retirement 401	331.71
		DISH NETWORK	SERV 7/29-8/28/22	87.08
		WEX INC	LCF FUEL	192.89
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		EMERY SAPP & SONS INC	LC APRON RECONSTRUCTION	<u>1,875,715.29</u>
			TOTAL:	1,877,044.53
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	56.00
		INTERNAL REVENUE SERVICE	Fed WH	232.98
			FICA	228.28
			Medicare	53.39
		ICMA	Retirement 457 &	11.31
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	<u>25.00</u>
			TOTAL:	636.96
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 6/23-7/25/2	40.10
		AMEREN MISSOURI	GG AP HANGAR 6/28-7/28/22	48.55
			GG TBLC EXT D 6/28-7/28/22	305.48
			GG AP SHOP 6/28-7/28/22	19.69
			957 AIRPORT RD 6/28-7/28/2	11.51
			GG AP TBLC EXT D 6/28-7/28	12.56
			GG AP HANGAR 6/28-7/28/22	28.22
			GG AP SLEEPY 6/28-7/28/22	149.85
		INTERNAL REVENUE SERVICE	FICA	228.28
			Medicare	53.39
		ICMA	Retirement 401%	22.29
			Retirement 401	223.34
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SERV 7/16-8/15/22	108.22
		WEX INC	GG FUEL	215.95
		HSA BANK	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	1,572.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		77,529.15
20		Transportation		91,214.50
30		Water Fund		32,307.86
35		Sewer Fund		38,120.00
40		Ambulance Fund		8,716.97
45		Lee C. Fine Airport Fund		1,878,106.87
47		Grand Glaize Airport Fund		2,209.39

GRAND TOTAL:				2,128,204.74

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	ELECTED OFFICIALS CONF-MAR	130.00
			2022 MML CONFERENCE- K. RU	450.00
			2022 MML CONFERENCE-R. ROS	400.00
			2022 MML CONFERENCE-B. O'S	450.00
			2022 MML CONFERENCE-P. MAR	450.00
			2022 MML CONFERENCE- HARMI	500.00
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-M. HARMI	15.00
			TOTAL:	2,395.00
City Administrator	General Fund	MO MUNICIPAL LEAGUE	MCMA CHPTR 6/1-5/31/23- WE	150.00
			2022 MML CONFERENCE- J. WO	523.00
			2022 MML CONFERENCE- M. WE	473.00
		AMAZON CAPITAL SERVICES INC	DRY ERASE WALL PLANNER	18.34
			TOTAL:	1,164.34
City Clerk	General Fund	MO MUNICIPAL LEAGUE	2022 MML CONFERENCE-T. BER	473.00
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-T. BERRE	15.00
			TOTAL:	488.00
City Treasurer	General Fund	MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- K. BE	400.00
			TOTAL:	400.00
City Attorney	General Fund	MO MUNICIPAL LEAGUE	MMAA CHPTR 6/1-5/31/22- RU	55.00
			2022 MML CONFERENCE-E. RUC	450.00
			TOTAL:	505.00
Building Inspection	General Fund	MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- R. WH	450.00
			CINTAS CORPORATION	
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
		STAPLES BUSINESS ADVANTAGE	PAPER FOR PERMITS	8.45
			TOTAL:	461.17
Building Maintenance	General Fund	RC SHORT FLOOR CARE	STRIPPED & WAXED FLOORS	2,365.00
			COFFEE	133.80
			CH PEST CONTROL	135.00
			BLDG DEPT UNIFORM RENTAL	7.86
			BLDG DEPT UNIFORM RENTAL	4.46
		CINTAS CORPORATION	CH FLOOR MATS	78.88
			PAPER PLATES & PAPER TOWEL	103.05
			RESTROOM TOWELS	63.90
		STAPLES BUSINESS ADVANTAGE	DOOR STOP- AMBULANCE	23.68
			NUTS- PD TRAINING ROOM	10.16
			DOOR STOP	10.99
		NICK'S TRUE VALUE HARDWARE	TOTAL:	2,936.78
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	BUTANE	6.49
			LOCTITE	9.99
			AIR FLTRS,MOTOR OIL,HYDRLC	253.07
		CARE SALES & SERVICE	ICE MACHINE REPAIR- PARKS	593.28
		MAGRUDER LIMESTONE CO INC	GRAVEL- PARKS	313.02
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	4.50
			PARKS DEPT UNIFORM RENTAL	4.50
			CAR WASH- PW EXPLORER	40.00
		KWIK KAR WASH DETAIL LUBE	TOTAL:	1,224.85
Police	General Fund	MCCLAIN RADAR SERVICE LLC	RADAR & LIDAR CERT- LABOR	770.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ED ROEHR SAFETY PRODUCTS CO	PUSH BUMPERS & PARTITIONS	3,535.50
		MO POLICE CHIEFS ASSC	MEMB RENEW-DAVIS 8/1-9/30/	225.00
		O'REILLY AUTOMOTIVE STORES INC	TIRE INFLATOR- TRAILER	12.99
		MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- T. DA	150.00
		TURN KEY MOBILE INC	POWER ADAPTER	151.00
			CONSOLE BOX-2020 INTERCEPT	1,168.00
			EQUIPMENT FOR PATROL CARS	10,747.00
		MIDWEST PUBLIC RISK	LEXIPOL 22-23 75%	5,891.09
		HEDRICK MOTIV WERKS LLC	BELT TENSIONER REPAIR- PD	187.35
			THERMOSTAT REPAIR- PD 19	206.11
			COOLING FAN REPAIR- PD 19	411.09
			SPARK PLUG REPAIR- PD 18	120.34
		PARKWAY PLAZA TIRE	TIRE REPAIR- PD 31	<u>25.00</u>
			TOTAL:	23,600.47
911 Center	General Fund	POLICE LEGAL SCIENCES INC	DSPTCH PRO RNWL 8/2022-7/2	<u>1,200.00</u>
			TOTAL:	1,200.00
Planning	General Fund	AMERICAN PLANNING ASSOC	APA MEM 10/2022-9/2023-PLA	<u>236.00</u>
			TOTAL:	236.00
Engineering	General Fund	COCHRAN ENGINEERING	ENG GENERAL CONSULT 06/202	13,000.50
			LIFT STATION IMPROV 06/202	85.00
			AUTUMN LANE ENG 06/2022	4,490.00
			GREENWOOD DRAINAGE 06/2022	573.75
			SWISS VLG TWR CLNG 06/2022	146.25
			BLUFF DR ENG 06/2022	892.50
			ANTIOCH WTR & SWR ENG 06/2	13.75
			AMY LANE ENG 06/2022	2,401.25
			WATER MAIN LOOPING ENG 06/	605.00
			TAN TAR A L/S ENG 06/2022	1,783.75
			WELL PLUGGING ENG 06/2022	93.75
			CASE RD DRIVEWAY ENG 06/20	2,772.50
			CITY PARK CULVERT ENG 06/2	410.00
			ELBOW CAY SNYDER ENG 06/20	130.00
			253 W END CIR ENG 06/2022	1,200.00
			GENERAL INSPECTIONS 06/202	288.75
			PRECISION PAINT WORK 06/20	573.75
			OSAGE BEACH COMMONS 06/202	768.75
			MAJOR LIFT STN IMPROV 06/2	<u>562.50</u>
			TOTAL:	30,791.75
Information Technology	General Fund	MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- M. BE	450.00
		FORWARD SLASH TECHNOLOGY LLC	HYPERVERSITOR/UPGRADE SWITCH	67.24
			AUG MANAGED SERVICES	5,477.55
			AUG EMAIL PHISHING & SECUR	375.00
			HYPER V SETUP & TRAVEL	370.52
			AUG BARRACUDA ESSENTIALS	1,476.00
			JULY & AUG CYBER SECURITY	595.58
			MO365 E-3 7/29/2022-7/28/2	23,760.00
			MO365 E-1 7/29/2022-7/28/2	<u>3,484.80</u>
			TOTAL:	36,056.69
Economic Development	General Fund	MO MUNICIPAL LEAGUE	2022 MML CONFERENCE-M. MOO	450.00
		ROWLAND A TODD, CAMDEN COUNTY CLERK	1 DAY LIQUOR PERMIT- FALL	10.00
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-M. MOON	15.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LOZ VISUAL ARTS ORGANIZATION	EVENT SUPPRT- LOZ ART FEST	2,000.00
			TOTAL:	2,475.00
Transportation	Transportation	MEEKS BUILDING CENTER	CONCRETE GRAVEL-COLUMBIA D	260.08
		FASTENCO INC	HITCH PIN & NUT- TRACTOR	19.05
		RP LUMBER INC	CONCRETE- COLUMBIA DR	273.18
			LUMBER & SCREWS- COLUMBIA	101.22
			LUMBER-JAYHAWK, OSAGE BEAC	139.83
		FASTENAL CO	DUST MASKS	16.90
		MO ONE CALL SYSTEM INC	LOCATES	35.41
		ALPHA CUSTOM APPAREL LLC	SCREEN PRINTING- PW SHIRTS	396.68
		ECONO SIGNS & BARRICADE LLC	SIGN DATE DECALS	53.60
		MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- K. CR	133.33
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, SUGAR, TEA	38.90
		CORE & MAIN LP	DRAINAGE PIPES- OSAGE BEAC	1,329.00
			DRAINAGE PIPE- COLUMBIA DR	4,963.20
		ATR LIGHTING ENTERPRISES INC	REPLACEMENT LIGHTS	15.06
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.40
			TRANS DEPT UNIFORMS	158.94
			TRANS DEPT FLOOR MATS	1.84
			TRANSPO DEPT UNIFORM RENTA	1.40
			TRANS DEPT UNIFORMS	158.94
			TRANS DEPT FLOOR MATS	10.33
		SYDENSTRICKER NOBBE PARTNERS	PARTS- JOHN DEERE TRACTOR	30.43
		MEYER ELECTRIC CO INC	LOOP DETECTOR- OUTLET MALL	2,100.00
		ROTOLITE OF ST LOUIS INC	PLOTTER PAPER- COLUMBIA DR	161.80
		J & A TRAFFIC PRODUCTS LLC	POST & ANCHOR- STREET SIGN	1,975.00
		AMAZON CAPITAL SERVICES INC	HAND SOAP & TOASTER	51.45
			TRASH CAN & DOLLY	27.65
			HATS	14.89
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 6/10-7/11/2	262.64
		N. GLANTZ & SON LLC	VINYL FOR SIGN MAKING	473.60
			VINYL FOR SIGN MAKING	473.72
		NICK'S TRUE VALUE HARDWARE	TAPE, SPRAY PAINT, GOO GON	21.30
			BATTERY- TRK 62	179.99
			FENCE POST CAPS & POST LEV	18.27
			PIN PUNCH KIT- SHOP	16.99
			SCREWS,BITS,# SET-COLUMBIA	41.97
			TOTAL:	13,957.99
Water	Water Fund	ELECTRIC CONTROLS COMPANY INC	SCADA ALARM DIALER & EQUIP	26,974.00
		HACH CO	FLUORIDE	50.23
		MO ONE CALL SYSTEM INC	LOCATES	35.42
		SCHULTE SUPPLY INC	4" NEPTUNE METER- 3518 OB	4,218.51
		MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- K. CR	133.33
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, SUGAR, TEA	38.90
		CORE & MAIN LP	METER PARTS FOR INVENTORY	553.07
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.40
			WATER DEPT UNIFORMS	131.32
			WATER DEPT FLOOR MATS	1.85
			WATER DEPT UNIFORM RENTAL	1.40
			WATER DEPT UNIFORMS	131.32
			WATER DEPT FLOOR MATS	10.33
		AMAZON CAPITAL SERVICES INC	HAND SOAP & TOASTER	51.45
			TRASH CAN & DOLLY	27.64
			HATS	14.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MONITOR, KEYBOARD, MOUSE-P	103.99
			INK CARTRIDGE- PW OFFICE	43.97
			COMPUTER CABLE- Z. WILBER	13.49
		POLLARDWATER	PARTS FOR HYDRANT MAINT	444.45
		CONSOLIDATED PIPE & SUPPLY COMPANY INC	METER MODULES- SCADA	411.85
			TOTAL:	33,392.81
Sewer	Sewer Fund	ELECTRIC CONTROLS COMPANY INC	SCADA ALARM DIALER & EQUIP	53,948.00
		GRAINGER INC	DC POWER SUPPLY- INVENTORY	975.36
			MAGNETIC CONTACTORS- INVEN	832.08
			LIFE JACKETS	70.33
		AMOS SEPTIC SERVICE INC	PUMP & JET SEWER LINE- LED	968.00
		MO ONE CALL SYSTEM INC	LOCATES	35.42
		O'REILLY AUTOMOTIVE STORES INC	HAND CLEANING TOWELS	16.99
			SCRAPER & SCRAPER BLADES	20.98
			VAC PUMP OIL & DEGREASER	18.59
			BARREL PUMP	35.99
		MO MUNICIPAL LEAGUE	2022 MML CONFERENCE- K. CR	133.34
		CONSOLIDATED ELECTRICAL DISTR, INC	PVC & PULLING LUBE	36.02
			BLADES & UTILITY KNIFE	31.76
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, SUGAR, TEA	38.90
		CORE & MAIN LP	PARTS FOR L/S 309C	96.02
			DOUBLE STRAP SADDLE & FITTI	331.09
		PRECISION AUTO & TIRE SERVICE LLC	TIE ROD & ALIGNMENT- TRK 7	284.58
			OIL CHANGE & BRAKES- TRK 7	73.45
			REBUILT ENGINE- TRK 70	12,678.79
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.40
			SEWER DEPT UNIFORMS	174.44
			SEWER DEPT FLOOR MATS	1.85
			SEWER DEPT UNIFORM RENTAL	1.40
			SEWER DEPT UNIFORMS	171.51
			SEWER DEPT FLOOR MATS	10.32
		AMAZON CAPITAL SERVICES INC	HAND SOAP & TOASTER	51.45
			TRASH CAN & DOLLY	27.64
			MONITOR, KEYBOARD, MOUSE-P	104.99
		CLIFFORD POWER SYSTEMS	GENERATOR MAINT- 54-7 SAND	2,154.37
		REEVES-WIEDEMAN COMPANY	PVC & MESH- L/S 62-13	42.20
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT @ T015	202.00
			PUMPOUT @ L/S 92	225.00
			PUMPOUT @ KWIK KAR	250.00
			PUMPOUT @ KWIK KAR	257.00
		CARDINAL PUMP COMPANY	GRINDER PUMP	3,603.19
			ADJ FOR SALES TAX	124.39-
			ADJ FOR SALES TAX	794.14-
			ADJ FOR SALES TAX	634.33-
			SUB GRINDER & GRINDER PANE	5,655.00
		ENVIRO-CLEAR	WASTEWATER TRNG- B. LIEDEL	500.00
		LAKE WINSUPPLY	FINANCE CHARGE	13.07
		OZARK CDL LLC	CDL TRAINING- J. PRITCHETT	1,000.00
		A-1 RENTAL NORTH	HYDRO VAC RENTAL	561.00
			TOTAL:	84,080.66
Ambulance	Ambulance Fund	LAKE REGIONAL PHARMACY	FENTANYL	95.56
		DOUGLAS G WILSON DO PC	JULY MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	173.55
			MEDICAL SUPPLIES	37.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANNER FIRE EQUIPMENT, INC.	RADIO POCKET, ARMOR & ID PA	1,758.70
			TOTAL:	3,065.39
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7,401 GAL LCF JET FUEL	30,815.56
			7,504 GAL LCF JET FUEL	31,244.43
			2,927 GAL LCF AV GAS	14,072.69
		CINTAS CORPORATION	LCF UNIFORM RENTAL	9.14
			LCF UNIFORM RENTAL	9.14
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 8/1-10/31/202	2,850.00
		SMITH PAPER & JANITOR SUPPLY CO INC	TRASH BAGS & PAPER TOWELS	104.17
			TOTAL:	79,105.13

Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	1,952 GAL GG AV GAS	9,385.02
		CAMDEN COUNTY FIRE & SAFETY	GG AP FIRE EXTINGUISHER SV	56.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		MESSICK FARM EQUIPMENT INC	IGNITION SWITCH	121.91
			TOTAL:	9,570.87

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

10	General Fund	103,935.05
20	Transportation	13,957.99
30	Water Fund	33,392.81
35	Sewer Fund	84,080.66
40	Ambulance Fund	3,065.39
45	Lee C. Fine Airport Fund	79,105.13
47	Grand Glaize Airport Fund	9,570.87

GRAND TOTAL: 327,107.90

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 22-59 - An ordinance of the City of Osage Beach, Missouri, for additions and amendments to chapter 405 "Zoning Regulations" Article V. "Signs". *Second Reading*

Requested Action:

Second Reading of Bill #22-59

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See the attached documents.

The Planning Department recommended approval of the subject revisions and changes to the Planning Commission at their meeting on July 12, 2022 and they forward it to the Board of Aldermen with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-59 is in correct form.

City Administrator Comments:

The first reading was read and approved on August 4, 2022. I concur with the department's recommendation.

BLANK PAGE

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING AND ADDITIONS TO CHAPTER 405 ZONING REGULATIONS SECTION 405.020 DEFINITIONS AND 405.37 SIGN REGULATIONS – ALL ZONING DISTRICTS

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

Section 1. Within Chapter 405, Article V adding to Section 405.020 Definitions. are hereby enacted with amendments as set forth below with new material set out in **RED** as follows: Adoption is hereby enacted to read as follows:

Section 405.020 Definitions.

- A. For the purposes of this Chapter words used in the present tense shall include the future tenses; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word "*shall*" is mandatory and not directory.
- B. For the purpose of this Chapter, certain terms and words are to be used and interpreted as defined below:

ACCESSORY BUILDING OR USE

A subordinate building or a portion of the main building located on the same lot with the main building, the use of which is incidental to that of the dominant use of the main building or land. An accessory use is one which is incidental to the main use of the premises.

ADULT BOOKSTORE

An establishment having in excess of ten percent (10%) of its stock, as determined by value or volume, whichever is greater, in trade, books, photographs, magazines, films for sale or viewing on the premises by use of motion picture devices, or other coin-operated means, or other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities as said terms are defined herein.

ADULT ENTERTAINMENT ESTABLISHMENTS

Any of the establishment's businesses, buildings, structures, or facilities defined in this Chapter, which comply with the definitions for:

- 1. Adult entertainment facility;
- 2. Bathhouse;
- 3. Modeling studio; or
- 4. Adult bookstore.

ADULT ENTERTAINMENT FACILITY

Any building, structure or facility which contains or is used entirely or partially for commercial entertainment, including theaters used for presenting live presentations, video tapes or films predominately distinguished or characterized by their principal emphasis on matters depicting, describing, or relating to specified sexual activities, as said term is defined herein, and erotic dance facilities (regardless of whether the theater or facility provides a live presentation, video tape or film presentation), where the patrons either:

1. Engage in personal contact with, or allow personal contact by employees, devices or equipment, or by personnel provided by the establishment which appeals to the prurient interest of the patrons; or
2. Observe any live presentation, video tape or film presentation of persons wholly or partially nude with their genitals or pubic region exposed or covered only with transparent or opaque covering, or in the case of female persons with the areola and nipple of the breast exposed or covered only with transparent or opaque covering or to observe specified sexual activities as said term is defined herein.

ALLEY

A public way which affords only a secondary means of access to property abutting thereon, or which is less than twenty (20) feet wide.

ANTENNA

Any structure or device used in sending and receiving electromagnetic waves or similar forms of wireless communications.

ANTENNA HEIGHT

The vertical distance measured from the base of the antenna mount at grade to the highest point of the antenna.

APARTMENT

A room or suite of rooms used as the dwelling of a family, including bath and culinary accommodations, located in a building in which there are three (3) or more such rooms or suits.

APARTMENT HOUSE

See *"Dwelling, Multiple"*.

BAR

An establishment serving intoxicating liquors for consumption on the premises. The term *"bar"* shall include taverns, discotheques, nightclubs, private liquor clubs and saloons, but shall not include a restaurant. A *"bar"* shall include any establishment, whether or not there is a restaurant or similar facility on the premises, in which at least twenty-five percent (25%) of the gross income is derived from the sale of intoxicating liquors on the premises. For purposes of this definition, an *"intoxicating liquor"* means an intoxicating liquor as defined in Section 311.020, RSMo., as amended. A *"bar"* may include a *"restaurant bar"* as defined in Section 311.097, RSMo., if the establishment meets the thresholds set forth in this definition.

BASEMENT

A story having part but not more than one-half ($\frac{1}{2}$) of its height above grade.

BATHHOUSE

An establishment or business which provides the services of baths of all kinds, including all forms and methods of hydrotherapy, unless operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State of Missouri.

BED AND BREAKFAST

A family home, occupied as a permanent dwelling by the proprietor, in which lodging and meals are provided for time-limited durations to not more than five (5) groups of patrons in a twenty-four (24) hour period.

BOARDING HOUSE

A building other than a hotel where, for compensation and by arrangement, lodging and meals are provided for three (3) or more persons.

BUILDING

Any structure designed or built for the support, enclosure, shelter or protection of persons, animals, chattels or property of any kind.

BUILDING, HEIGHT OF

The vertical distances from the grade to the highest point of the coping of the flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

CELL SITE

A tract, parcel of land, or location that contains wireless communication facilities consisting of the antennae, support structure and related equipment.

CELLAR

A story having more than one-half ($\frac{1}{2}$) of its height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

CHILD DAY CARE FACILITY

A commercial or non-commercial facility for childcare during any part of a twenty-four (24) hour day.

CLINIC, MEDICAL

An establishment where patients, who are not lodged overnight, are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.

COLLOCATION

Locating more than one (1) antenna or set of antennae on the same antenna mount.

COMMUNICATION TOWER

A land or water based tower including television; AM/FM radio; two-way radio; cellular phone;

microwave; and similar transmission structures used for wireless communications.

CONDOMINIUM

A legal arrangement in which a dwelling unit in an apartment building is individually owned but to which the common areas are owned, controlled and maintained through an organization controlled by the individual owners.

DAY CARE CENTER

A facility, other than the provider's permanent residence, where child day care is provided.

DISTRICT

A section or sections of the City for which the zoning regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

DOCKOMINIUM

A legal arrangement or agreement between persons in which boat slips in a boat docking building or complex are sold and individually owned. Common areas and other amenities are owned, controlled, and maintained through an organization comprised of the individual owners.

DWELLING

Any building or portion thereof which is designed for or used exclusively for residential purposes.

DWELLING, MULTIPLE

A building designed for or occupied exclusively by more than two (2) families.

DWELLING, SINGLE-FAMILY

A building designed for or occupied by one (1) family.

DWELLING, TWO-FAMILY

A building designed for or occupied exclusively by two (2) families.

ELEMENTARY SCHOOL

A school for the first four (4) to six (6) grades and includes kindergarten.

[Ord. No. 19.37, 6-20-2019]

FAA

Abbreviation for the Federal Aviation Administration.

FCC

Abbreviation for the Federal Communications Commission.

FAMILY

An individual or two (2) or more persons occupying a premises and living as a single

housekeeping unit, whether or not related to each other by birth or marriage, as distinguished from a group occupying a boarding house, lodging house or hotel as herein defined.

FAMILY DAY CARE

A permanent single-family residence occupied by a childcare provider in which care is given to no more than ten (10) children.

FILLING STATION OR SERVICE STATION

Any building, structure or land used for the dispensing, sale or offering for sale at retail of any automobile fuels, oils or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories but not including major repair work such as motor replacement, body and fender repair or spray painting.

FRONTAGE

All the property on one side of a street between two (2) intersecting streets (crossing or terminating), measured along the line of the street, or if the street is dead ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

GARAGE, PRIVATE

An accessory building designed or used for the storage of not more than four (4) motor-driven vehicles owned and used by the occupants of the building to which it is accessory. Not more than one (1) of the vehicles may be a commercial vehicle of not more than two (2) tons capacity.

GARAGE, PUBLIC

A building or portion thereof other than a private or storage garage, designed or used for equipping, servicing, repairing, hiring, selling or storing motor-driven vehicles.

GARAGE, STORAGE OR PARKING

A building or portion thereof designed or used exclusively for term storage by prearrangement of motor-driven vehicles, as distinguished from daily storage furnished transients, and within which motor fuels and oils may be sold, but no motor-driven vehicles are equipped, repaired, hired or sold.

GARDEN APARTMENT

Adjoining apartments to which the first (1st) floor units have individual fenced yards.

GRADE

[Ord. No. 13.57 §5, 9-19-2013]

1. For buildings having walls adjoining one (1) street only, the elevation of the sidewalk at the center of the wall adjoining the street.
2. For buildings having walls adjoining more than one (1) street, the average of the elevation of the sidewalks at the corners of all walls adjoining the streets.

3. For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.

Any wall approximately parallel to and not more than five (5) feet from a street line shall be considered as adjoining the street. Where no sidewalk exists the grade shall be established by the Public Works Director.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped persons reside, and may include two (2) additional persons acting as houseparents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

GUYED TOWER

A communication tower that is supported, in whole or in part, by guy wires and ground anchors.

HIGH RISE APARTMENT

Generally an apartment type building of more than six (6) stories where elevators are the normal form of transit to the individual units.

HOME OCCUPATION

A lawful activity commonly carried on within a dwelling by a member or members of the family who occupy the dwelling where the occupation is secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained. *Note:* See Section 405.435.

HOTEL

A building in which lodging or boarding and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public as opposed to a boarding house, a lodging house, or an apartment, which are herein separately defined.

INSTITUTION

A business occupied by a nonprofit corporation or a nonprofit establishment for public use.

LAKE USE ZONE

The property lying within one hundred (100) yards of the shoreline with property lines extended lakeward from land as defined by AmerenUE.

LANDSCAPING

Lawns, trees, shrubs, hedges, blooming plants, living ground cover and similar vegetative material.

LAUNDROMAT

A business that provides home-type washing, drying or ironing machines for hire to be used by customer on the premises.

LIVING SPACE

Space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes. [Ord. No. 20.72, 11-19-2020]

LOADING SPACE

A space within the main building or on the same lot, providing for the standing, loading, or unloading of trucks, having a minimum dimension of twelve (12) by forty (40) feet and a vertical clearance of at least fourteen (14) feet.

LODGING HOUSE

A building other than a hotel where lodging only is provided for three (3) or more but not more than twenty (20) persons.

LOT

A parcel of land occupied or intended for occupancy by a use permitted in this Chapter, including one (1) main building together with its accessory buildings, the open spaces and parking spaces required by this Chapter, and having its principal frontage upon a street or upon an officially approved place.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT, DOUBLE FRONTAGE

A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

LOT LINE

A line of record bounding a lot that divides one (1) lot from another lot or from a public or private street or place.

LOT OF RECORD

A lot which is part of a subdivision, the map of which has been recorded in the office of the Recorder of Deeds of the County or a parcel of land, the deed of which was recorded in the office of the Recorder of Deeds prior to the effective date of this Chapter.

MANUFACTURED HOME

A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the building site, and bearing the Seal of the State of Missouri Public Service Commission, U.S. Department of Housing and Urban Development, or its agent, which certifies that said dwelling was constructed in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280). A "*manufactured home*" shall not be considered a mobile home when the running gear is removed and the home is cited in conformance with the architectural design standards of Section 405.140(F).

MARINA

A facility for the storing, servicing, fueling, berthing, and securing of boats and that may include eating, sleeping, and retail facilities for owners, crews, and guests.

MASSAGE THERAPY ESTABLISHMENT

Any place of business in which massage therapy is practiced.

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility or to a medical marijuana-infused products manufacturing facility. [Ord. No. 19.37, 6-20-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility or a medical marijuana-infused products manufacturing facility.[Ord. No. 19.37, 6-20-2019]

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri to acquire, test, certify and transport marijuana. [Ord. No. 19.37, 6-20-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri to acquire, store, manufacture, transport and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.[Ord. No. 19.37, 6-20-2019]

MOBILE HOME

A transportable, factory-built home, designed to be used as a year-round residential dwelling and built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

MOBILE HOME PARK

Any parcel of land consisting of three (3) or more acres upon which two (2) or more mobile homes, occupied for dwelling or sleeping purposes are located, regardless of whether or not a charge is made for such accommodation. A *"mobile home space"* means the area within a mobile home district designed for the accommodation of one (1) mobile home.

MODELING STUDIO

An establishment or business which provides for a fee or compensation the services of modeling on premises for the purpose of reproducing the human body wholly or partially in the nude by means of photography, painting, sketching, drawing or otherwise. This does not apply to public or private schools wherever persons are enrolled in a class.

MODULAR HOME

A factory-built, transportable structure which bears the Seal of the State of Missouri Public Service Commission as adopted by the City of Osage Beach and does not have its own running gear and is designed and regulated as a typical site-built home. [Ord. No. 19.76, 11-21-2019]

MONOPOLE

A self-supporting communication tower or sign constructed with a single pole.

MOTOR COURT OR MOTEL

A building or group of buildings used primarily for the temporary residence of motorists or travelers, for compensation, as such it is open to the public.

MOTOR HOME

1. A vehicular, portable structure built on a chassis and designed for temporary occupancy for travel, recreational, or vacation use; and when factory-equipped for the road.
2. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.
3. A portable, temporary dwelling to be used for travel, recreational, and vacation purposes, constructed as an integral part of a self-propelling vehicle.
4. A canvas, folding structure, mounted on wheels and designed for travel, recreational, and vacation use.

NIT

Term used to describe a metric unit of luminance that is defined as one candela per square meter (cd/m²).

NON-CONFORMANCE

A condition of a structure or land which does not conform to the regulations of the district in which it is situated. This may include but is not limited to failure to conform to use, height, area, coverage or off-street parking requirements.

NON-CONFORMING USE

A structure or land occupied by a use that does not conform to the regulations of the district in which it is located.

NURSING HOMES

A home for the aged or infirm in which three (3) or more persons not of the immediate family are received, kept and provided with food, or shelter and care, for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis, treatment or care of the sick or injured.

OFFICE BUILDING

A building composed of offices sharing common walls and corridors.

OPEN SPACE

This is the area within a planned unit development zone or a planned unit development overlay zone, which is not occupied by buildings, structures, right-of-ways, or parking areas, and for which ownership and maintenance provisions are provided for through some type of community/neighborhood association.

OUTDOOR DINING AREA

An unenclosed area located adjacent to a restaurant structure for the purpose of the service and consumption of food and beverages.

OUTDOOR ENTERTAINMENT

Activities which take place outside of the permanent enclosed structure which involve the patrons and/or the establishment's participation in activities or services offered by the establishment, such as dining, dancing, consumption of intoxicating liquors or noise producing activities. For purposes of this definition, patios, decks, porches, courtyards, piazzas, squares, terraces or yards are considered outside the permanent enclosed structure.

PARKING AREA

An open, unoccupied space used or required for use for parking of vehicles exclusively and in which no gasoline or vehicular accessories are sold or no other business is conducted and no fees are charged.

PARKING LOT

An open surfaced area used exclusively for the temporary storage of motor vehicles and within which motor fuels and oils may be sold and fees charged, but no vehicles may be equipped, repaired, rented or sold.

PARKING SPACE

A surfaced area, enclosed in the main building or in an accessory building, or unenclosed, exclusive of driveways, permanently reserved for the temporary storage of one (1) automobile and connected with a street or alley by a surfaced driveway which affords a factory ingress and egress for automobiles.

PLACE

An open unoccupied space or a public or private thoroughfare other than a street or as permanently reserved as the principal means access to abutting property.

PLANNED PUBLIC STREET

A roadway plan which has been studied and adopted by the City as an integral part of the Comprehensive Plan, or separate Major Thoroughfare Plan, Urban Development Plan, the general or detailed location of the street must be illustrated on the official map(s) of Osage Beach.

PLANNING COMMISSION

The official planning and zoning body of the City.

PRESCHOOL, NURSERY SCHOOL OR KINDERGARTEN CENTER

A facility where educational services are provided for children not otherwise a part of a school system. For purposes of this definition, such educational services and facilities shall be considered as a day care center.

PROFESSIONAL BUILDING

An office building generally housing doctors, lawyers or other licensed professional practitioners.

PUBLIC SEWER SYSTEM

A system of storage facilities, distribution and service mains, and other related equipment providing for the production and distribution of sewage which are owned and operated by the City of Osage Beach.

PUBLIC WATER SYSTEM

A system of storage facilities, distribution and service mains, and other related equipment providing for the production and distribution of potable water which are owned and operated by the City of Osage Beach.

REGIONAL SHOPPING CENTER

A commercial or retail development that has a minimum development area of fifty (50) acres, a minimum six hundred (600) feet of road frontage, and at least two (2) tenant spaces of fifty thousand (50,000) square feet or larger.

RELIGIOUS INSTITUTION

A building used for religious activities, particularly for religious worship services.

[Ord. No. 19.37, 6-20-2019]

RESTAURANT

A building or structure in which at least seventy-five percent (75%) of gross income is derived from food prepared and served for consumption on the premises. Typical uses include buffets; cafes; cafeterias; caterers; theaters; fast food restaurants; food bars; frozen custard, ice cream and yogurt stores; luncheonettes; pizza parlors and pizzerias; sandwich bars; and snack shops. A "restaurant" may include a "restaurant bar" as defined in Section 311.097, RSMo., if the establishment meets the thresholds set forth in this definition.

SECONDARY SCHOOL

A school that is intermediate in level between elementary school and college and that usually offers general, technical, vocational, or college-preparatory curricula.

[Ord. No. 19.37, 6-20-2019]

SEXUAL CONDUCT

Shall have the same meaning as defined in Section 210.430.

SPECIFIED SEXUAL ACTIVITIES

1. Sexual conduct, being acts of, or simulated acts of, masturbation, homosexuality, sexual intercourse or physical contact with a person's genitals, pubic area, buttocks, or, if such a person be a female, her breasts;
2. Sexual excitement, being the condition of human male or female genitals when in a state of sexual stimulation or arousal; or
3. Sadomasochistic abuse, being flagellation or torture by or upon a person or the condition of being fettered, bound or otherwise physically restrained.

STORY

That portion of a building other than the cellar included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it.

STORY, HALF

A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than three (3) feet above the floor of such story, except that any partial story used for residence purposes other than for a janitor or caretaker or his/her family or by a family occupying the floor immediately below it, shall be deemed a full story.

STREET

A public or private thoroughfare which affords the principal means of access to abutting property.

STREET LINE

A dividing line between a lot, tract or parcel of land and a contiguous street.

STRUCTURAL ALTERATION

Any change in the supporting members of a building, such as bearing walls, or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls excepting such repair or replacement as may be required for safety of the building, but not including openings in bearing walls as permitted by existing ordinances.

STRUCTURE

A combination of materials to form a construction for use occupancy or ornamentation whether installed on, above or below the surface of land or water.

TOURIST HOME

A building other than a hotel where lodging is provided and offered to the public for compensation for not more than twenty (20) individuals and open to transient guests, with which there is used only one (1) sign not more than two (2) square feet in area.

TOURIST OR TRAILER CAMP

An area where one (1) or more tents or auto trailers can be or are intended to be parked, designed or intended to be parked, designed or intended to be used as temporary living facilities for one (1) or more families and intended primarily for automobile transients.

TOWNHOUSE

One (1) in a row of houses usually connected by common sidewalls designed exclusively for residential occupancy.

TRAILER

A vehicle, other than a motor vehicle, designed or intended for use for dwelling purposes, whether or not such vehicle is attached to or resting on the ground or something having a location on the ground.

TRANSITIONAL HOUSING FACILITY

Any facility used to house individuals who are subject to provisions of probation and/or parole or those who are in rehabilitation for substance abuse. This includes facilities that house those who are either of minor or adult status as defined by law.

UNCONVENTIONAL DWELLING

A dwelling in which more than 50% of the enclosed usable square footage within the primary structure is dedicated to space customarily defined as accessory such as storage, garage, shop space, and similar uses thereto.

[Ord. No. 20.72, 11-19-2020]

YARD

An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of the rear yard, the minimum horizontal distance between the lot line and the main building shall be used.

YARD, FRONT

A yard extending across the front of a lot and being the minimum horizontal distance between the street or place line and the main building or any projections thereof other than the projections of the usual uncovered steps, uncovered balconies, or uncovered porch. On corner lots, the front yard shall be considered as being parallel to the street upon which the lot has its least dimension.

YARD, REAR

A yard extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies or unenclosed porches. On all lots, the rear yard shall be in the rear of the front yard.

YARD, SIDE

A yard between the main building and one side line of the lot, and extending from the required front yard to the required rear yard, and being the minimum horizontal distance between a side lot line and the side of the main building or any projections thereof.

ZONING MAP

The Official Zoning Map of the City, such map being located in the office of the City Clerk.

Section 2. Within Chapter 405, Article V adding to Section 405.370 - All Zoning Districts. are hereby enacted with amendments as set forth below with new material set out in red as follows: Adoption is hereby enacted to read as follows:

A. Prohibited Signs. The following types of signs are prohibited in all zoning districts of the City of Osage Beach:

1. Moving signs of which all or any part of the sign moves or which appears to move by any means, including fluttering or rotating. This prohibition includes but is not limited to pennants, streamers, or propellers.
2. Flashing signs, except lamp bank type bulletin boards, reader boards and message centers, and illuminated signs which indicate the time, temperature, weather or other similar information provided that the total area of such sign is not greater than sixteen (16) square feet and the color or intensity of light is constant, except for periodic changes in the information display.
3. Strips or strings of lights outlining property lines or sales area(s).
4. Signs on public land or public rights-of-way other than temporary directional signs erected and removed the same day and those signs erected at the direction or with the permission of a public authority.
5. Signs that are not securely affixed to the ground or otherwise affixed in a permanent manner to an approved supporting structure.
6. Signs attached to, painted on or placed on any vehicle including a trailer that is parked in public view on private property. This provision is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle operating during the normal course of business or parked after business hours, provided parking takes place as inconspicuously as possible and the duration of the parking, does not exceed a period of sixteen (16) hours, except on weekends or holidays.
7. Temporary signs which do not comply with all provisions of this Article.
8. Obsolete signs remaining thirty (30) days after they become obsolete.
9. Signs installed, erected, enlarged or structurally altered in violation of the provisions of this Article.

10. Signs which have become deteriorated or damaged to an extent that the cost of the reconstruction or restoration of such signs is in excess of fifty percent (50%) of its replacement value exclusive of foundations.

11. Signs that give off a level of luminance greater than three hundred (300) Nits during the day time, which is defined for the purposes of this section as the time thirty (30) minutes prior to sunrise to thirty (30) minutes after sunset, and signs that give off a level of luminance greater than one hundred (100) Nits during the night time, which is defined for the purposes of this section as the time thirty (30) minutes after sunset to thirty (30) minutes prior to sunrise. Readings to determine to luminance will be measured from multiple separate points no greater than 6 inches from the face of the sign or primary light source.

12. Other signs not expressly permitted by this Article.

Section 3. Severability

The chapter, 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 decree 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 previsions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. The Mayor of the City of Osage Beach is hereby authorized to take all actions which may be necessary to fully enact this Ordinance.

Section 6. That this Ordinance shall be in full force and effect on August 19, 2022.

READ FIRST TIME: August 4, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.59 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:

Edward Rucker, City Attorney

I hereby approve Ordinance No. 22.59.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

.

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Hearing Date: July 12, 2022

Case Number:

none

Action:

Additions and Amendments to Chapter 405 “Zoning Regulations”
Article V. Signs.

Analysis:

With the increased availability and desire to use digital signage today, it is important that the city assure driver safety by making sure that the lit signage in the community does not give off a level of brightness that could be a distraction to those driving in the community. I have had discussions with sign companies and the State about the best way of controlling this and have put together the enclosed regulation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 22-60 - Additions and Amendments to Chapter 405 "Zoning Regulations" Article IX. Off-Street Parking and Loading Requirements and the Design Guidelines and Information Packet. *Second Reading*

Requested Action:

Second Reading of Bill #22-60

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See the attached documents.

The Planning Department recommended approval of the subject revisions and changes to the Planning Commission at their meeting on July 12, 2022 and they forward it to the Board of Aldermen with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-60 is in correct form.

City Administrator Comments:

The first reading was read and approved on August 4, 2022. I concur with the

department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEAL AND REPLACING CHAPTER 405 ZONING REGULATIONS ARTICLE IX – OFF STREET PARKING AND LOADING REQUIREMENTS.

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

Section 1. Within Chapter 405, Article IX repeal and replacing to Section 405.630 - Generally are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 405.630 Generally.

A. In all districts sufficient off-street parking spaces shall be provided to accomplish the principles set forth in this Chapter and to meet the parking demands generated by residents, employees, company officials, company vehicles, and customers. Required parking spaces shall be located on the lot on which the principal use is located except as provided in this Section.

B. Each application for a building permit, zoning permit or variance shall include plans for at least the minimum number of parking spaces as herein required. Plans shall include information as to location and dimensions of off-street parking spaces and the means of access to the spaces. The Zoning Administrator shall not approve any application until he/she determines that the requirements of this Section are met in the plans.

~~C. Each off-street parking space shall be at least nine (9) feet in width and at least eighteen (18) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. The length of parking space may be reduced to sixteen and one-half feet (16½) feet including wheel stop if additional space of one and one-half (1½) feet in length is provided for car overhang. The parking shall have a vertical clearance of at least seven (7) feet.~~

~~D. Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street in a manner which will least interfere with traffic movements.~~

E. Five percent (5%) of the total off-street parking area shall be devoted to landscaping or open lawn areas. This required green open space shall be located in areas within the parking lot or around the perimeter of the lot and shall be permanently maintained.

F. If the off-street parking required by this Chapter cannot reasonably be provided on the lot on which the principal use is located, such parking may be provided as authorized within this Article. The principal use shall be permitted to continue only as long as the parking requirements are met. Loss of parking shall require a reduction in the use or shall require a cessation of the use. It does not revert to non-conforming use.

Section 2. Within Chapter 405, Article IX repeal and replacing to Section 405.665 – Handicapped Parking Space Requirements are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 405.665 **Handicapped ADA Parking Space Requirements.**

~~A. Every off-street parking area or facility of twenty-five (25) spaces or more shall provide handicapped parking space for its business, retail, professional or institutional establishment, whether public or private, upon the same property equal to at least one (1) parking space or two percent (2%) of the total number of parking space, whichever is greater. The parking space closest to the entranceway of each public entrance to any business, retail, professional or institutional establishment shall be designated, "handicapped parking space" and shall have a minimum width of ten (10) feet. Any such handicapped parking space shall meet the following requirements:~~

- ~~1. 1. All handicapped spaces located in a paved parking lot shall be striped with either yellow or white traffic paint and shall have the international handicap symbol painted within;~~
- ~~2. 2. In addition to the minimum width requirement, all handicapped spaces shall have a marked aisle or traffic lane along the length of at least one (1) side a minimum of five (5) feet in width. Said aisle shall be striped in a crosshatch design when located in a paved parking lot so as to increase its visibility; and~~
- ~~3. 3. All handicapped spaces shall have a sign posted adjacent to and visible from each space, which sign shall have the international handicap symbol upon and the words "handicapped parking" in white on a blue background. The sign shall be a minimum size of twelve (12) inches by eighteen (18) inches.~~

ADA parking shall be in accordance with:

- 1. Minimum accessible parking spaces shall be as required by the current Americans with Disabilities Act.**
- 2. Accessible ramps shall be provided as necessary.**

Section 3. Within Chapter 405, Article IX repeal and replacing to Section 405.670 – Improvements of Parking Areas and Parking Lots are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 405.670 Improvement of Parking Areas and Parking Lots.

~~All parking areas and parking lots in districts which are zoned "R-3", "C-1a", "C-1b", "C-1c", "C-1", and "C-2" which are part of, or incident to, any construction or erection of a building or structure shall be paved with asphalt, concrete, or an equivalent surfacing. Ingress and egress shall be by means of paved driveways not exceeding forty-five (45) feet in width at points in connection with public streets. Any lights used to illuminate said parking area or parking lot should be so arranged as to direct light away from any adjacent premises in a residential district.~~

All parking areas, lots, and outdoor sales and display areas to be constructed or expanded on properties which are located in the zoning districts "R-3", "C-1a", "C-1b", "C-1c", "C-1", "C-2", I-1, and I-2 will be built in accordance to the requirements of this chapter and shall be paved with asphalt, concrete, or an equivalent surfacing as defined and permitted in the "City of Osage Beach Design Guidelines and Information Packet". Ingress and egress shall be by means of paved driveways as defined and permitted in the "City of Osage Beach Design Guidelines and Information Packet". Any lighting used to illuminate said parking area or parking lot shall be so arranged as to direct light away from any adjacent premises in a residential district.

For the following land uses: cartage services, express services, trucking and delivery services, manufacturing industries, production operations, processing operations, assembly operations, warehouse establishments, wholesale establishments, and storage establishments located on properties in the I-1 (Light Industrial) and I-2 (Heavy Industrial) zones, areas designated and designed for activities associated with trucking, freight, delivery, loading, unloading, storage of large trucks or equipment, the storage of product or production components and capital, and are not accessible by the public, construction will be allowed using an approved all-weather dustless material provided those areas meet the requirements for stormwater mitigation established by the "City of Osage Beach Design Guidelines and Information Packet".

All access points to public streets shall be asphalt or concrete pavement from the edge of the street or roadway pavement extending a minimum of 15 feet or to the edge of the public right of way, whichever is greater.

The chapter, 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 decree 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. The Mayor of the City of Osage Beach is hereby authorized to take all actions which may be necessary to fully enact this Ordinance.

Section 6. That this Ordinance shall be in full force and effect on August 19, 2022.

READ FIRST TIME: August 4, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.60 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:

Edward Rucker, City Attorney

I hereby approve Ordinance No. 22.60.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Hearing Date: July 12, 2022

Case Number:

none

Action:

Additions and Amendments to Chapter 405 “Zoning Regulations” Article IX. Off-Street Parking and Loading Requirements and the Design Guidelines and Information Packet.

Analysis:

Over the past several months, some issues have been found with the ordinances and construction requirements pertaining to parking lots and areas within the community. These are relatively old ordinances and the City Attorney asked that we clean them up so that they are more understandable and enforceable.

Cochran Engineering, the City’s contract engineers, have also made a few amendments to the Design Guidelines and Information Packet to bring it more up to date with current industry standards and to outline the requirements needed for proper review of proposed construction projects.

Design Guidelines
City of Osage Beach
SECTION 5 – ROADS, STREETS AND PARKING AREAS

RESIDENTIAL PARKING AND COMMERCIAL PARKING AREAS

A. Single and Two-Family Dwelling Residential Parking Areas

1. Each residential property owner shall provide off street parking as specified in the City of Osage Beach City Code Section 405.480, Off Street Parking and Loading Requirements. Parking on the city street will not be permitted.

B. Multi-Family, Business, Commercial and Industrial Parking Areas

1. All public and commercial facilities shall provide adequate parking to serve the public and employees as specified in the City of Osage Beach City Code Section 405.480, Off-Street Parking and Loading Requirements. In addition all commercial and public parking shall meet the following requirements:
 - a. All commercial, industrial, and/or public parking areas shall be asphalt or concrete paved.
 - b. The minimum structural section for asphalt paved parking areas shall be three inches of asphalt pavement on a minimum of eight inches of Type 5 Base.
 - c. The minimum structural section for concrete paved parking areas shall be six inches of reinforced concrete pavement on four inches of Type 5 Base. Reinforcement shall be #2 bars at 12" on centers both-ways or equivalent.
 - d. Each off-street parking space shall be at least nine (9) feet in width and at least eighteen (18) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. The parking shall have a vertical clearance of at least seven (7) feet.
 - e. Access. Each required off-street parking space shall open directly upon an aisle or driveway of 24' minimum width and designed as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street in a manner which will least interfere with traffic movements.
 - f. Five percent (5%) of the total off-street parking area shall be devoted to landscaping or open lawn areas. This required green open space shall be located in areas within the parking lot or around the perimeter of the lot and shall be permanently maintained.
 - g. Striping. All parking spaces shall be properly marked by durable paint in stripes a minimum of four (4) inches wide and extending the length of the parking space.
 - h. ADA parking shall be in accordance with:

- 1) Minimum accessible parking spaces shall be as required by the current Americans with Disabilities Act.
 - 2) Accessible ramps shall be provided as necessary.
 - i. The parking area shall be drained to a suitably designed storm drainage systems. Refer to the Storm Drainage Guidelines.
 - j. The minimum width of business and commercial use entranceway for one-way entrances shall be 12 feet, and for two-way entrances shall be 24 feet.
 - k. The maximum allowable entry width for business and commercial parking areas shall be 40 ft, edge of pavement to edge of pavement.
 2. See the City of Osage Beach City Code Section 405.670, Improvement of Parking Areas and Parking Lots, for I-1 (Light Industrial) and I-2 (Heavy Industrial) non-public area surfacing requirements.
- C. Plans for all non single or two-family dwelling parking areas shall be signed and sealed by an engineer licensed in the State of Missouri for review and approval by the City.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Tara Berreth, City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 22-61 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 5 - Roads, Streets and Parking Areas. *Second Reading*

Requested Action:

First Reading of Bill #22-61

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

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See the attached documents.

The Planning Department recommended approval of the subject revisions and changes to the Planning Commission at their meeting on July 12, 2022 and they forward it to the Board of Aldermen with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-61 is in correct form.

City Administrator Comments:

The first reading was read and approved on August 4, 2022. I concur with the

department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 5, RESIDENTIAL PARKING AND COMMERCIAL PARKING AREAS.

Whereas, the City has adopted guidelines to aid developers and builders in complying with the requirements of the Osage Beach Code of Ordinances for the construction of industrial, commercial and multi unit residential structures.

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

Section 1. That the section entitled Osage Beach Design Guidelines Section 5 - Residential Parking and Commercial Parking Areas amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

A. **Single and Two-Family Dwelling Residential Parking Areas**

1. Each residential property owner shall provide ~~sufficient~~ off street **as specified in the City of Osage Beach City Code Section 405.480. Off Street Parking and Loading Requirements** ~~parking for his or her individual needs.~~ Parking on the city street will not be permitted.

B. ~~Public Parking Areas~~ **Multi-Family, Business, Commercial and Industrial Parking Areas**

1. All public and commercial facilities (~~except those in areas zoned as industrial~~) shall provide adequate parking to serve the public and employees as specified in the City of Osage Beach City Code Section 405.480, Off-Street Parking and Loading Requirements. In addition, all commercial and public parking shall meet the following requirements:
 - a. All commercial, industrial, and/or public parking areas shall be asphalt or concrete paved.
 - b. The minimum structural section for asphalt paved parking areas shall be three inches of asphalt pavement on a minimum of eight inches of ~~Type I-B~~ **5** Base.
 - c. The minimum structural section for concrete paved parking areas shall be six inches of reinforced concrete pavement on ~~six~~ **four** inches of ~~Type I-B~~ **5** Base. Reinforcement shall be # 2 bars at 12" on centers both-ways or equivalent.
 - d. **Each off-street parking space shall be at least nine (9) feet in width and at least eighteen (18) in length, exclusive of access drives or aisles, ramps, columns, office or work areas. The parking shall have a vertical clearance of at least seven (7) feet.**

- e. **Access.** Each required off-street parking space shall open directly upon an isle or driveway of 24' minimum with and designed as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street in a manner which will least interfere with traffic movements.
- f. **Five percent (5%)** of the total off-street parking area shall be devoted to landscaping or open lawn areas. This required green open space shall be located in areas within the parking lot or around the perimeter of the lot and shall be permanently maintained.
- g. **Striping.** All parking spaces shall be properly marked by durable paint in stripes a minimum of four (4) inches wide and extending the length of the parking space.
- h. ADA ~~handicapped~~ parking shall be in accordance with:
 - 1) ~~City of Osage Beach Code Section 405.530.~~ **Minimum accessible parking spaces shall be as required by the current Americans with Disabilities Act.**
 - 2) ~~Handicapped~~ **Accessible** ramps shall be provided as necessary.
- i. The parking area shall be drained to a suitably designed storm drainage systems. Refer to the Storm Drainage Guidelines.
- j. ~~Minimum cross-slopes for drainage shall be 0.5% for one axis and 1.0% for the transverse axis.~~
- k. The minimum radius for edge of pavement at entrance and exit shall be 20 feet.
- l. The minimum width of **business and commercial use** entranceway for one-way entrances shall be 12 feet, and for two-way entrances shall be 24 feet.
- m. The maximum allowable entry width for **business and** commercial parking areas shall be 40 ft, edge of pavement to edge of pavement.

2. **See the City of Osage Beach City Code Section 405.670, Improvement of Parking Areas, and Parking Lots, for I-1 (Light Industrial) and I-2 (Heavy Industrial) nonpublic area surfacing requirements.**

- C. **Plans for non-single or two-family dwelling parking areas shall be signed and sealed by an engineer licensed in the State of Missouri for review and approval by the City.**

Section 2. This Ordinance shall be in full force and effect August 19, 2022.

READ FIRST TIME: August 4, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.61 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. 22.61.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Design Guidelines
City of Osage Beach
SECTION 5 – ROADS, STREETS AND PARKING AREAS

RESIDENTIAL PARKING AND COMMERCIAL PARKING AREAS

A. Single and Two-Family Dwelling Residential Parking Areas

1. Each residential property owner shall provide off street parking as specified in the City of Osage Beach City Code Section 405.480, Off Street Parking and Loading Requirements. Parking on the city street will not be permitted.

B. Multi-Family, Business, Commercial and Industrial Parking Areas

1. All public and commercial facilities shall provide adequate parking to serve the public and employees as specified in the City of Osage Beach City Code Section 405.480, Off-Street Parking and Loading Requirements. In addition all commercial and public parking shall meet the following requirements:
 - a. All commercial, industrial, and/or public parking areas shall be asphalt or concrete paved.
 - b. The minimum structural section for asphalt paved parking areas shall be three inches of asphalt pavement on a minimum of eight inches of Type 5 Base.
 - c. The minimum structural section for concrete paved parking areas shall be six inches of reinforced concrete pavement on four inches of Type 5 Base. Reinforcement shall be #2 bars at 12" on centers both-ways or equivalent.
 - d. Each off-street parking space shall be at least nine (9) feet in width and at least eighteen (18) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. The parking shall have a vertical clearance of at least seven (7) feet.
 - e. Access. Each required off-street parking space shall open directly upon an aisle or driveway of 24' minimum width and designed as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street in a manner which will least interfere with traffic movements.
 - f. Five percent (5%) of the total off-street parking area shall be devoted to landscaping or open lawn areas. This required green open space shall be located in areas within the parking lot or around the perimeter of the lot and shall be permanently maintained.
 - g. Striping. All parking spaces shall be properly marked by durable paint in stripes a minimum of four (4) inches wide and extending the length of the parking space.
 - h. ADA parking shall be in accordance with:

- 1) Minimum accessible parking spaces shall be as required by the current Americans with Disabilities Act.
 - 2) Accessible ramps shall be provided as necessary.
 - i. The parking area shall be drained to a suitably designed storm drainage systems. Refer to the Storm Drainage Guidelines.
 - j. The minimum width of business and commercial use entranceway for one-way entrances shall be 12 feet, and for two-way entrances shall be 24 feet.
 - k. The maximum allowable entry width for business and commercial parking areas shall be 40 ft, edge of pavement to edge of pavement.
 2. See the City of Osage Beach City Code Section 405.670, Improvement of Parking Areas and Parking Lots, for I-1 (Light Industrial) and I-2 (Heavy Industrial) non-public area surfacing requirements.
- C. Plans for all non single or two-family dwelling parking areas shall be signed and sealed by an engineer licensed in the State of Missouri for review and approval by the City.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Resolution 2022-05 - A resolution of the City of Osage Beach, Missouri, to adopt revised Policy for consideration of Tax Increment Financing proposals

Requested Action:

Resolution #2022-05

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Resolution 2022-05 is in correct form. This is an updated version of our TIF Policy. Changes in the redlined version.

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2022-05

WHEREAS, the City finds it appropriate to revisit and update our policies and guidelines for the consideration of proposals that may be presented to the City by private developers requesting Tax Increment Financing ("TIF") assistance; and,

WHEREAS, the use of TIF by the City is important to the City and TIF represents a significant tool for encouraging the development of projects the City finds and determines are desirable and in the public interest; and,

WHEREAS, all prospective TIF projects must be carefully evaluated by the City because the character of tax revenues generated by different developments can vary widely, and in most cases will impact other taxing jurisdictions in the Osage Beach community; and,

WHEREAS, the City desires to use TIF for those projects which demonstrate the highest public benefit by eliminating blight, financing desirable public improvements, strengthening the employment and economic base, increasing property values, reducing poverty, creating economic stability, and implementing the Comprehensive Plan and economic development strategy of the City; and,

WHEREAS, each private TIF Application submitted to the City will be evaluated on its own merits, and an evaluation of the proposal will be performed by City Staff; and,

WHEREAS, the Board of Alderman finds that the Board's TIF policy last updated in 2018 is in need of the revisions contained in the updated draft attached hereto and dated August 18, 2022:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH THAT THE TAX INCREMENT FINANCING APPLICATION PROCEDURES, POLICY CONSIDERATIONS AND APPLICATION FORM ALL ATTACHED HERETO AS EXHIBIT "A" BE AND IS HEREBY ADOPTED AS THE POLICY OF THE CITY OF OSAGE BEACH.

I hereby certify that Resolution 2022-05 was duly passed on August 18, 2022, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____

Nays _____

Abstaining _____

Absent _____

Date

Tara Berreth, City Clerk

New language in version 4

C. Policy Guidelines Where Public Bonds or Public Debt is Proposed

A COMPLETELY NEW ITEM NUMBERED 4 AND ALL SUBSEQUENT PARAGRAPHS ARE RENUMBERED

4. No bonds or other public debt will be issued or authorized except upon substantial completion of the project which requires, at least, the final construction and issuance of certificate of occupancy for 80% of the proposed physical space to be constructed or renovated and the occupancy and use by the final tenants thereof.

Revised old paragraph 4 now paragraph 5

5. TIF Applications requesting the issuance of bonds or notes will be required to demonstrate that the payments in-lieu of taxes and/or the economic activity taxes expected to be generated will be sufficient to provide a debt coverage factor of at least 1.25 times the projected debt service prior to the sale of any tax increment bonds or notes. This is a minimum requirement and developers should be aware that a superior coverage ratio will be looked on with increased favor in the consideration of the Application. Public debt or bonds will only be used for 10% of the project cost ~~or~~. **Public debt or bonds will only be used for 2/3s of the public assistance requested, while the remaining 1/3 of the public assistance will be paid out on a pay-as-you-go basis subject to all accountability and performance standards.**

Original language

4. TIF Applications requesting the issuance of bonds or notes will be required to demonstrate that the payments in-lieu of taxes and/or the economic activity taxes expected to be generated will be sufficient to provide a debt coverage factor of at least 1.25 times the projected debt service prior to the sale of any tax increment bonds or notes. This is a minimum requirement and developers should be aware that a superior coverage ratio will be looked on with increased favor in the consideration of the Application. Public debt or bonds will only be used for 10% of the project cost or 2/3s of the public assistance requested, while the remaining 1/3 of the public assistance will be paid out on a pay-as-you-go basis subject to all accountability and performance standards.

CITY OF OSAGE BEACH, MISSOURI
TAX INCREMENT FINANCING
Application Procedures, Policy Considerations and Application Form

Adopted/Latest Revision ~~September 6, 2018~~ August 18, 2022

The City of Osage Beach welcomes inquiries about new business and economic development.
Please call the City Administrator at 573-302-2000

Important Notice and Disclaimer

The attached procedures, policies and forms have been prepared by the City of Osage Beach, Missouri (the "City") and the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the "TIF Commission") to assist private developers in the consideration of whether Tax Increment Financing ("TIF") for prospective projects is a realistic possibility pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"). The authority to make the legislative findings and determinations necessary for the compliance with the TIF Statutes is vested solely and only in the Board of Aldermen. Applicants and Projects are cautioned that the attached materials have been prepared primarily for informational purposes to inform applicants of the types of projects the City would consider for TIF assistance. The City reserves the right to reject any and all projects, even those which satisfy all of the attached criteria for the use of TIF for any reason whatsoever, without regard for the viability of the project. Furthermore, the City reserves the right to waive any non-conformance to these policies and approve any project the City deems favorable to the City.

Overview of the TIF Process

1. ~~1. An Application~~ An application consisting of
 - a. a draft TIF Redevelopment Plan,
 - b. draft Funding Agreement
 - c. a deposit check and
 - d. a completed Executive Summary

is submitted by private developer applicant to City Administrator or his or her designee.

2. City Staff will review the Application and determine whether the Application is complete and whether the proposed project is eligible under the City's policy and the TIF Act.

3. ~~Within 30 days after~~ After the filing and City Administrator's acceptance of the completed Application, the City staff will report to the Board of Aldermen its advice whether or not to refer the Application to the TIF Commission for consideration and enter into a funding agreement with the private developer applicant. The funding agreement sets out the developer's responsibility for paying the City's costs for expert legal counsel and financial consultants.

4. If the Board of Aldermen refers the Application to the TIF Commission, the TIF Commission will conduct a hearing on the proposed Redevelopment Plan in accordance with requirements of the TIF Act.

5. Consideration will be given to material the City Staff desires to report.

6. The TIF Commission will make a recommendation to the Board of Aldermen to either approve or deny the TIF Redevelopment Plan. The TIF Commission may recommend changes or conditions for approval of the TIF Redevelopment Plan.

7. The City will consider an Ordinance making necessary findings and approving the TIF Redevelopment Plan and a Redevelopment Agreement.

8. Execution of the Redevelopment Agreement between the City and Applicant.

APPLICATION PROCEDURES

1. APPLICATION:

Submission. The TIF Application form, policies and procedures are available from the City Administrator. Not less than 25 copies of the completed Application, bound in presentation quality format and accompanied by a searchable PDF copy of the document, should be submitted to the City Administrator together with the required application fee.

Application Fee. Each Application shall be accompanied with a check in the amount of ~~\$1530,000~~ made payable to the City (the "Application Fee"). ~~Applications over 15 acres require a \$20,000 application fee.~~ Applications involving issuance of public bonds require an additional ~~\$1030,000~~ application fee. The Application Fee will be used by the City to pay the costs incurred by the City in the review of the Application. Such costs include the fees and expenses of the City's staff time, Bond Counsel and Financial Advisor. The City may also require a separate Application Fee for significant amendments to an approved Redevelopment Plan which requires a public hearing before the TIF Commission or renegotiation of an executed TIF contract or a contract then under negotiation with the City. In the event costs for third-party services exceed the initial fee collected, the applicant will reimburse the City for said amount prior to final consideration of the Application by the Board of Aldermen. To implement these requirements and as discussed in part 2 below, the applicant ~~may~~will be required to enter into a funding agreement with the City, from which the City's costs and expenses will be reimbursed, and the applicant will be required to replenish the fund to maintain a balance in the amount of the original Application Fee during the City's consideration and review of the Redevelopment Plan application. If the City and the Applicant do not enter into a funding agreement, the unspent portion of the application fee will be refunded to the applicant.

Preliminary Determination of Completeness. Upon submission, the Application will be reviewed by City staff to determine if it is complete. If the Application is determined to be incomplete by City staff or if additional information is needed the applicant will be notified in writing that the Application is not complete, and the reasons will be stated referring to the specific criteria that are not met, additional information required, or financial, legal or planning and development concerns. A public hearing date will not be set, and notices will not be issued by the City for a public hearing until the Redevelopment Plan Application is determined to be complete by the City.

2. STAFF REVIEW:

Review of the Application will be conducted by the City's Finance, Law, Planning departments and Administration, and, when deemed appropriate by the City's Financial Advisor and Bond Counsel. Review time will be approximately 3045 days from the date the completed Application is submitted to the City. ~~However, more or less time may be required for particular Applications.~~ Applications that are determined to be complete, consistent with all elements of the City's Comprehensive Plan, and in conformance with the City's policy will be forwarded to the Board of Aldermen for referral to the TIF Commission and the creation of a funding agreement with the applicant.

Prior to making a recommendation to the Board of Aldermen, City staff may require an independent feasibility study by an expert of the City's choosing. The cost of such study shall be paid by the Applicant from the fees set forth in Section 2 above and shall be prepared by a professional consultant selected by the City Administrator. This study will be submitted to the TIF Commission prior to the public hearing by the TIF Commission.

Applications which are determined to be incomplete or do not conform to the City's policy will not be forwarded to the Board of Aldermen. ~~No hearing will be scheduled and no public hearing notices will be issued until the Redevelopment Plan application is deemed complete by the City. Applicants will be notified in writing of a determination that the Application will not be forwarded.~~

3. TIF COMMISSION CONSIDERATION:

The TIF Commission may desire to hold one or more study sessions before any public hearing is scheduled. ~~During this period, the Applicant may be required to submit a completed Redevelopment Plan.~~ At the public hearing, City Staff will introduce the subject material and the Applicant. The Applicant will make a presentation to the TIF Commission followed by the presentation of any material the City's Staff desires to report. Public comment will then be heard, followed by a response from the Applicant. After TIF Commission discussion, action may be taken to recommend approval or denial of the TIF Redevelopment Plan, or the public hearing may be continued to a date certain for further consideration. The TIF Commission will make the determination of whether the public hearing portion of the case will be closed or continued to a date certain.

Pursuant to TIF Act, the TIF Commission must vote within 30 days of the closing of the public hearing and make a recommendation to the Board of Aldermen. Following a recommendation by the TIF Commission, the TIF Commission will make the findings and determinations required by the TIF Statute. ~~The Application and Redevelopment Plan will be forwarded to the Board of Aldermen.~~

~~Legal notices and mailings to taxing districts and property owners as required by statute shall be reviewed by the City's Law Department prior to being mailed or published. The City will mail and publish all required notices unless other arrangements are approved by City staff which allow the Applicant to publish and mail notices.~~

4. BOARD OF ALDERMEN CONSIDERATION:

The Board of Aldermen may have a study session on the Application and Redevelopment Plan and may hold a public hearing before consideration of an ordinance. The recommendation of the TIF Commission may be approved, denied or amended by the Board of Aldermen. Certain amendments which meet threshold requirements of the TIF Act may require that the TIF Commission hold another public hearing on the proposed amendments.

POLICY FOR THE USE OF TAX INCREMENT FINANCING

Section 1. That the Tax Increment Financing (TIF) Policies and Guidelines for Application and Application Procedures are hereby adopted as fully set out herein and the City Administrator is hereby authorized to implement the following procedures and to make such additional changes and clarifications that shall be deemed advisable and in the best interest of the City:

A. General Policy

1. It is the policy of the City to consider the judicious use of TIF for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older areas, facilitate economic self-sufficiency, and implement the Comprehensive Plan and economic development strategy of the City.
2. Care will be exercised in the use of TIF to evaluate completely each project to ensure that the benefits which will accrue from the approval of the agreement are appropriate for the costs which will result, and that they are equitable to the City as a whole.
3. The City will charge an administrative fee to partially offset the cost of record keeping, report preparation, and accounting for each approved TIF Project. The fee will be assessed on a monthly basis against the annual increment generated by the TIF Project.

B. Policy Guidelines – Pay as You Go

The following criteria are to be used by the City's staff to evaluate TIF Applications:

1. TIF Applications may be considered for removal of blight and promote revitalization and/or to provide for public improvements to benefit economic development and employment. The City prefers the use of TIF funds for public improvements that benefit not only the project but also the public at large.
2. The City expects each TIF project to provide immediate benefit to every one of the existing taxing districts and therefore projects with financing that declares Fifty percent (50%) of the Payments In Lieu of Taxes generated by the project, as surplus and available to the taxing districts, will be viewed more favorably. Project proposals that do not meet this standard will have the high burden of persuasion.

3. Each TIF Application must demonstrate that "but for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance.

4. 4. The total amount of TIF assistance and all other public assistance requested for project costs should not exceed fifteen percent (15%) of the total project costs including all hard and soft costs. Developer fees estimated for the entire project must be disclosed in the Application (or added to the Application as soon as they are known) and will be considered by the TIF Commission in evaluating the proposed TIF project.

5. TIF will generally be reserved for projects, which do not qualify for alternative methods of financing or where TIF assistance is deemed by the City to be the preferred method of economic development incentive.

6. Each TIF Application must include evidence that the applicant:

(a) has the financial ability to complete and operate the project. Developers will be evaluated on their prior record of development, amount of capital committed to the project and overall financial strength. Developers with partners are expected to identify the partners at the beginning of the process.

(b) will contribute equity of at least Fifteen percent (15%) of the total cost of the project. Projects with equity contributions from the developer more than Twenty-Five percent (25%) will be viewed more favorably. Equity contributions in cash will be viewed more favorably than "in kind" contributions such as land. This requirement is exclusive of any performance bond required for the project

(c) Has thoroughly explored alternative financing methods.

7. The City will maintain a retainage account consisting of at least the final Five percent (5%) of the financial assistance to the TIF project which funds will not be paid out until the project is completed or the developer satisfies other performance standards as established in the TIF Agreement.

8. TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high-quality development.

9. TIF Applications for the redevelopment of existing commercial and industrial areas will be viewed favorably. Projects to stabilize current commercial, and industrial areas that have or will likely experience deterioration will be favored.

10. The projected term of the TIF will be a factor, with shorter terms being viewed more favorably than longer terms. TIF Applications which provide for the use of not more than Fifteen (15) years of tax increment financing generated by each redevelopment project will be preferred.

11. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively.

12. All TIF Applications must clearly comply with the requirements of the TIF Statute.

13. All approved projects must comply with prevailing wage and hour requirements for public works projects, as set forth in 290.210 R.S.Mo. et. seq. for all portions of the project receiving TIF assistance. The developer will be required to indemnify the City for all prevailing wage claims brought against the City for all TIF-funded public works projects that are constructed by or at the direction of the developer. Work to be covered by TIF funds will be identified in the Application.

14. TIF Applications which include the establishment of business areas, or the redevelopment of existing business areas, should include information as to the business type of the major tenants of the TIF area. In addition, a thorough market analysis should be completed which identifies: (1) the population areas that will be drawn from; and, (2) the businesses of similar types which would be competing with the TIF area businesses.

15. Projects with reasonable indications, submitted to the City's TIF Counsel, that upon review indicate a minimum of Fifty percent (50%) of the retail commercial space is committed to viable tenants, which may be supported with signed letters of intent, signed leases or other written verification of such tenants, will be viewed with greater favor by the City.

16. Management. A list of the persons who it is proposed will be active in or associated with the management of the redevelopment project during a period of at least one year from the date of approval of the development plan and a list of the officers, directors and principal stockholders of the applicant.

17. List of all political subdivisions affected by the TIF Plan and tax abatement. The development plan shall contain a complete list of all political subdivisions affected by the Plan and tax abatement including the name of the chief operating officer or highest elected official of such district, the district's mailing address and contact information and a written statement of the impact on any sales tax or ad valorem taxes of any tax abatement on such political subdivisions.

18. Applicants background and identity. The development plan shall clearly identify the legal status of the applicant, the key officers and owners thereof and provide clear and accurate information on the applicant's background and development experience and financial ability to successfully complete the project. Applicant shall disclose any threatened or pending litigation or unresolved claims; the nature of which would need to be disclosed if the applicant were applying for or participating in a transaction using public debt financing or which might be considered a regulated securities transaction.

19. Other information. Before submission of an ordinance to approve the development plan to the Board of Aldermen, the applicant shall include such other statements, information or exhibits as requested by the City Administrator. After submission of the ordinance to approve the development plan to the Board of Aldermen the applicant shall include such other statements, information or exhibits as requested by the Board of Aldermen or the City Administrator.

20. Notwithstanding the foregoing, TIF Applications which do not meet any of the above referenced criteria will be viewed favorably by the City if the Application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty and creating economic stability.

C. Policy Guidelines Where Public Bonds or Public Debt is Proposed

The following criteria are to be used by the City's staff to evaluate TIF Applications:

1. TIF Applications may be considered for removal of blight and promote revitalization and/or to provide for public improvements to benefit economic development and employment. The City prefers the use of TIF funds for public improvements that benefit not only the project but also the public at large.

2. The City expects each TIF project to provide immediate benefit to every one of the existing taxing districts and therefore projects with financing that declares Fifty percent (50%) of the Payments In Lieu of Taxes generated by the project, as surplus and available to the taxing districts, will be viewed more favorably. Project proposals that do not meet this standard will have the high burden of persuasion.

3. Each TIF Application must demonstrate that "but for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance.

4. No bonds or other public debt will be issued or authorized except upon substantial completion of the project which requires, at least, the final construction and issuance of a certificate of occupancy for 80% of the proposed physical space to be constructed or renovated and the occupancy and use by the final tenants thereof.

5. TIF Applications requesting the issuance of bonds or notes will be required to demonstrate that the payments in-lieu of taxes and/or the economic activity taxes expected to be generated will be sufficient to provide a debt coverage factor of at least 1.25 times the projected debt service prior to the sale of any tax increment bonds or notes. This is a minimum requirement and developers should be aware that a superior coverage ratio will be looked on with increased favor in the consideration of the Application. Public debt or bonds will only be used for 10% of the project cost. Public debt or bonds will only be used for 2/3s of the public assistance requested, while the remaining 1/3 of the public assistance will be paid out on a pay-as-you-go basis subject to all accountability and performance standards.

5.

~~6. The total amount of TIF assistance for and all other public assistance requested for project costs for industrial, manufacturing, office, retail, and commercial TIF Applications should not exceed fifteen percent (15%) of the total project costs including all hard and soft costs and Developer fees estimated for the entire project. All other public assistance contemplated or requested for the project must be disclosed in the Application (or added to the Application as soon as they are known) and will be considered by the TIF Commission in evaluating the proposed TIF project and application as a whole.~~

~~6. TIF will generally be reserved for projects, which do not qualify for alternative methods of financing or where TIF assistance is deemed by the City to be the preferred method of economic development incentive.~~

7. Each TIF Application must include evidence that the applicant:

(a) ~~Has~~ has the financial ability to complete and operate the project. Developers will be evaluated on their prior record of development, amount of capital committed to the project and overall financial strength. Developers with partners are expected to identify the partners at the beginning of the process.

(b) ~~Will~~ will contribute equity of at least Fifteen percent (15%) of the total cost of the project. Projects with equity contributions from the developer ~~in excess of more than~~ Twenty-Five percent (25%) will be viewed more favorably. Equity contributions in cash will be viewed more favorably than “in kind” contributions such as land. This requirement is exclusive of any performance bond required for the project

(c) Has thoroughly explored alternative financing methods.

8. The City will maintain a retainage account consisting of at least the final Five percent (5%) of the financial assistance to the TIF project which funds will not be paid out until the project is completed or the developer satisfies other performance standards as established in the TIF Agreement.

~~9. TIF Applications for new or expanded retail and service commercial projects will be viewed more favorably than industrial, manufacturing and office projects. TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high quality development.~~

TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot.

Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high-quality development.

10. To encourage an inflow of customers from outside the City or provide services or fill retail markets that are currently unavailable or in short supply in the City, we encourage TIF Applications for retail and service commercial projects. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high-quality development.

11. TIF Applications for the redevelopment of existing commercial and industrial areas will be viewed favorably. Projects to stabilize current commercial, and industrial areas that have or will likely experience deterioration will be favored.

12. The projected term of the TIF will be a factor, with shorter terms being viewed more favorably than longer terms. TIF Applications which provide for the use of not more than Fifteen (15) years of tax increment financing generated by each redevelopment project will be preferred.

13. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively.

14. All TIF Applications must clearly comply with the requirements of the TIF Statute.

15. All approved projects must comply with prevailing wage and hour requirements for public works projects, as set forth in 290.210 R.S.Mo. et. seq. for all portions of the project receiving TIF assistance. The developer will be required to indemnify the City for all prevailing wage claims brought against the City for all TIF-funded public works projects that are constructed by or at the direction of the developer. Work to be covered by TIF funds will be identified in the Application.

16. TIF Applications which include the establishment of business areas, or the redevelopment of existing business areas, should include information as to the business type of the major tenants of the TIF area. ~~In addition, a thorough market analysis should be completed which identifies: (1) the population areas that will be drawn from; and, (2) the businesses of similar types which would be competing with the TIF area businesses.~~

In addition, a thorough market or drive-time analysis should be completed which identifies: (1) the population areas that will be drawn from; and (2) the businesses of similar types which would be competing with the TIF area businesses.

17. Projects with reasonable indications, submitted to the City's TIF Counsel, that upon review indicate a minimum of Fifty percent (50%) of the retail commercial space is committed to viable tenants, which may be supported with signed letters of intent, signed leases or other written

verification of such tenants, will be viewed with greater favor by the ~~TIF Commission and the~~ City.

18.18. Management. A list of the persons who it is proposed will be active in or associated with the management of the redevelopment project during a period of at least one year from the date of approval of the development plan and a list of the officers, directors and principal stockholders of the applicant.

19. List of all political subdivisions affected by the TIF Plan and tax abatement. The development plan shall contain a complete list of all political subdivisions affected by the Plan and tax abatement including the name of the chief operating officer or highest elected official of such district, the district's mailing address and contact information and a written statement of the impact on any sales tax or ad valorem taxes of any tax abatement on such political subdivisions.

20. Applicants background and identity. The development plan shall clearly identify the legal status of the applicant, the key officers and owners thereof and provide clear and accurate information on the applicant's background and development experience and financial ability to successfully complete the project. Applicant shall disclose any threatened or pending litigation or unresolved claims; the nature of which would need to be disclosed if the applicant were applying for or participating in a transaction using public debt financing or which might be considered a regulated securities transaction.

21. Other information. Before submission of an ordinance to approve the development plan to the Board of Aldermen, the applicant shall include such other statements, information or exhibits as requested by the City Administrator. After submission of the ordinance to approve the development plan to the Board of Aldermen the applicant shall include such other statements, information or exhibits as requested by the Board of Aldermen or the City Administrator.

22. Notwithstanding the foregoing, TIF Applications which do not meet any of the above referenced criteria will be viewed favorably by the City if the Application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty and creating economic stability.

ED. Accountability

TIF Applications are expected to include the following:

1. If the TIF Application is being submitted based upon anticipated revenue criteria, the City may require that language shall be included in the Redevelopment Plan and Contract which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated anticipated revenue has been generated.
2. If the TIF Application is being submitted based upon job creation criteria, language may be included in the Plan which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated number, and quality of jobs have been generated.
3. If businesses are to be relocated from other areas of the City, sufficient justification must be included to indicate why this relocation should be given favorable consideration. If existing businesses are to be relocated to the TIF area, the base year activity for purposes of determining the tax increment for both real property and EATS taxes will be the last twelve-month period at the ~~businesses~~business's current location, immediately preceding the relocation.

Developers should be aware the City expects the public to directly benefit from its support of the project and the TIF Application should address key performance standards as follows:

1. Completion Performance

- Developer must construct at least 85% of the square feet planned to receive a Certificate of Substantial Completion.
- Developer receives no TIF reimbursement until a Certificate of Substantial Completion has been issued by the City.

2. City Revenue Protection

- In the 4th year after the Contract is executed and for a period of 10 years, if actual sales are not at least 75% of the projections in the TIF Plan, then the City may withhold from reimbursement an amount depending on the size of the project and total reimbursement per year.
- This amount will be paid to the City as an assignment of Developer's right to receive reimbursement.

3. Pay-As-You-Go Reimbursement ~~PAYG~~PAYGO - No Bonds

- Reimbursement is Pay-As-You-Go, meaning that Developer is reimbursed as the TIF Plan generates revenues over time. The City does not plan to issue bonds, but may do so at the City's sole discretion.

4. Public Participation/Profit Limit

- If the Developer's annual rate of return exceeds 12%, then the principal amount of TIF reimbursement is reduced to achieve a 12% maximum return.

5. Limitation on Interest Accrual

- No interest on Reimbursable Project Costs will begin to accrue until a Certificate of Substantial Completion has been issued by the City.

6. Shifting Reimbursement

- Land reimbursement is limited to the budgeted amount.
- Off-Site Development reimbursement is limited determined on a project basis.
- On-Site Development reimbursement is limited determined on a project basis and Developer might be allowed to shift some reimbursement internally between the On-Site Development line-items.
- Soft Costs reimbursement is limited to \$— 8%—, and Developer might shift reimbursement internally between the Soft Costs line-items.

7. Tax Protection During Construction

- If there is a dip in property valuation during construction, Developer pays the difference to the City which will be distributed to the taxing districts in proportion to their tax levies.

8. Sale and Assignment Restrictions

- Developer cannot assign its rights under the Contract or transfer more than 49% (or a controlling interest whichever is less) interest in Developer's membership without prior City approval.
- Developer cannot sell property in the Redevelopment Area without prior City approval.

D. Method of Financing

The decision as to what method of financing is selected will be made by the City. The underwriter or purchaser of any publicly sold bonds will be selected by the City.

In deciding which method of financing to use, the prevailing factor in making the determination will be total costs, the security for the bonds and the duration of the Redevelopment Plan. The City will not provide credit enhancements for the special obligation bonds or notes, however, credit enhancement provided by the developer on any bonds or notes will be viewed favorably.

TIF Applications may request that TIF assistance be provided in one of the following forms:

1. Tax Increment Revenue Bonds or Special Obligation Bond or Note Financing;
2. Direct Reimbursement to the Applicant for hard and soft design and construction costs;
3. Pledge of tax increment financing revenues to pay a portion of private financing in addition to other eligible costs; or,

4. Any combination of the foregoing methods.

~~In deciding which method of financing to use, the prevailing factor in making the determination will be total costs, the security for the bonds and the duration of the Redevelopment Plan. The City will not provide credit enhancements for the special obligation bonds or notes, however, credit enhancement provided by the developer on any bonds or notes will be viewed favorably. The decision as to what method of financing is selected will be made by the City. The underwriter or purchaser of any publicly sold bonds will be selected by the City.~~

E. Term

The maximum period for which a TIF can be used is established by the TIF Statute at ~~twenty-three~~Twenty-Three (23) years. The most favorable consideration will be provided for Redevelopment Plans that last no longer than ~~fifteen~~Fifteen (15) years.

F. Impact on Schools Districts and Other Public Entities

~~Before submitting a TIF Application package to the City,~~ Applicants should evaluate and consider any TIF policies adopted by local public school or other taxing districts ~~within the boundaries of the Redevelopment Area~~ and directly address those policies in the application. For developments that add students ~~to the school population~~ the City ~~strongly~~ encourages ~~the incorporation of~~ a distribution of a portion of payments in lieu of taxes (PILOTS) as surplus ~~to taxing districts including public schools~~ in accordance with the applicable school district TIF policy. ~~In addition to such surplus declaration, a~~A capital contribution may be made to a public school or taxing district that incurs additional capital costs ~~that are the result because~~ of the redevelopment ~~that occurs pursuant to a Redevelopment Plan project.~~

G. Other Conditions

The City reserves the right to modify or waive any or all of these Policies and Procedures.

EXECUTIVE SUMMARY
CITY OF OSAGE BEACH, MISSOURI
~~APPLICATION FOR~~ _____ TAX INCREMENT
FINANCING ("TIF") PLAN

PROJECT NAME:

APPLICANT:

ADDRESS:

PHONE:

FAX:

EMAIL:

CONTACT PERSON:

~~Application~~ Format: On a separate sheet of paper please answer the following questions. Please type each question prior to the applicable response.

- (1) In no more than three pages provide relevant information on the applicant's background and development experience and financial ability to successfully complete the project. Include resumes of key individuals assigned to the project.
- (2) Identify the applicant's consultants involved or proposed to be involved in the project noting relevant experience on similar projects (i.e., civil engineer, land use planner, applicant's legal counsel, applicant's financial advisor).
- (3) Describe the proposed project, including the size and scope and phasing of the proposed project. Specifically outline residential development, if any, to be included in the project.
- (4) Define the boundaries of the proposed TIF area by address and locator number(s). Include a map of the proposed TIF area.
- (5) Identify the property which is currently in the control of the applicant via ownership or option. If under option note the option expiration date.
- (6) Is the Redevelopment Plan consistent with the City's Comprehensive Plan? If not, an amendment to the Comprehensive Plan may be required in order to allow the Board of Aldermen to make this consistency finding as required by the TIF Act.
- (7) Is the property currently zoned for the proposed use? If not, what zoning change will be required?

- (8) Will the proposed project result in the relocation of residential, commercial or industrial facilities? If so, discuss the nature of any anticipated relocations.
- (9) State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.
- (10) Discuss the condition(s) that would qualify the proposed TIF District as a "blighted area" or "conservation area," as defined under Mo. Rev. Stat. 99.805.
- (11) Identify sources, amounts, and status of all debt financing and/or equity funding available to complete the project. Does the applicant anticipate the debt to be privately financed by the construction lender or developer or publicly sold?
- (12) Provide an outline of the costs associated with the development of the proposed project(s) and related parcel or parcels located within the TIF area. Identify in the outline those costs you would propose to fund with TIF financing and the proposed payback time frame.
- (13) In one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared, attach such reports as an appendix to this application.
- (14) On a revenue worksheet estimate the incremental property taxes and economic activity taxes to be generated by the project.
- (15) Identify any proposed tenants of the project. Have leases been negotiated or signed? What type of lease is contemplated?
- (16) Who will own the developed property? How much of the property is intended to be sold after development is complete? Who will manage the property during the life of the Redevelopment Plan and project?
- (17) Briefly describe the "economic and quality of life" benefits of the proposed project to the City.
- (18) Attach a letter from a reputable financial institution indicating that the applicant has sufficient financial resources to obtain the private financing for the project.
- (19) Management. A list of the persons who it is proposed will be active in or associated with the management of the redevelopment project during a period of at least one year from the date of approval of the development plan and a list of the officers, directors and principal stockholders of the applicant.
- (20) List of all political subdivisions affected by the TIF Plan and tax abatement. The development plan shall contain a complete list of all political subdivisions affected by the Plan

and tax abatement including the name of the chief operating officer or highest elected official of such district, the district's mailing address and contact information and a written statement of the impact on any sales tax or ad valorem taxes of any tax abatement on such political subdivisions.

(21) Applicants background and identity. The development plan shall clearly identify the legal status of the applicant, the key officers and owners thereof and provide clear and accurate information on the applicant's background and development experience and financial ability to successfully complete the project. Applicant shall disclose any threatened or pending litigation or unresolved claims; the nature of which would need to be disclosed if the applicant were applying for or participating in a transaction using public debt financing or which might be considered a regulated securities transaction.

FUNDING AGREEMENT

This FUNDING AGREEMENT ("Agreement") is entered into this day of , 20 , (the "Effective Date") between the CITY OF OSAGE BEACH, MISSOURI (the "City"), and the "Developer").

RECITALS

WHEREAS, the City is a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a Missouri limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Developer has requested that the City consider the approval of: (i) the Tax Increment Financing Plan (the "Plan") in accordance with Sections 99.800 to 99.865, Revised Statutes of Missouri ("RSMo"), as amended (the "TIF Act"), said Plan proposing reimbursement to Developer for Redevelopment Project Costs (the "Redevelopment Project Costs"); and (ii) a community improvement district ("CID") in accordance with Sections 67.1401 to 67.1571, RSMo as amended (the "CID Act"), said CID proposing reimbursment to Developer to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip any of the improvements eligible for reimbursment under the CID Act. For purposes of this Agreement, the Plan and the CID as proposed by Developer shall be referred to collectively as the "Application".

WHEREAS, if the Application is approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer the Plan and the CID through completion; and

WHEREAS, it is the City's policy that a developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the TIF Policy adopted by the City (the "TIF Policy"), and the CID Policy adopted by the City (the "CID Policy"), require the Developer to deposit funds with the City to be used by the City to pay expenses necessary to perform a full evaluation of the Plan and the CID, respectively, and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City and Developer Services.

A. The City shall provide the following City Services ("City Services"):

i. Prepare or consult with the Developer on the preparation and consideration of the Plan and the CID in accordance with the provisions of the TIF Act and the TIF Policy, and the CID Act and the CID Policy, respectively, and other applicable laws, and give all notices, make all publications and hold all hearings as required by the TIF Act and the CID Act and other applicable laws;

ii. Provide necessary staff, legal, financial, and planning assistance to review and evaluate the Plan and the CID for the City, and prepare and present required ordinances to the Board of Aldermen of the City and other applicable governmental authorities;

iii. Provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the proposed Plan and the proposed CID (the "Development Agreement"); and

iv. If a Development Agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer the Development Agreement.

B. The Developer shall:

i. Assist and cooperate with the City in providing the City Services;

ii. Provide to the City, upon request, a copy of surveys, planning documents, economic projections, engineering work, environmental studies and other information obtained or to be obtained by the Developer containing information that the City will reasonably need or would otherwise be required for the consideration of the Application for approval by the City pursuant to the TIF Act and the CID Act (the "Development Information").

2. Initial Deposit.

The City acknowledges receipt of Thirty Thousand Thousand Dollars (\$30,000.00) (the "Deposit") from the Developer. The City shall disburse the Deposit as set forth in Section 4 and shall notify the Developer when necessary to re-establish the Deposit in accordance with Section 3 hereof, from which additional disbursements may be made as needed.

3. Additional Funding.

A. When it appears to the City that fifty percent (50%) of the Deposit has been drawn or will be disbursed, the City may submit to Developer an invoice for an additional funds necessary to bring the deposit full and to perform the City's obligations hereunder or for any additional obligations or expenditures reasonably estimated to be incurred by the City in connection with this Agreement. The Developer shall pay the City the amount set forth on such invoice (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received the City shall

be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 8.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual expenses necessary to perform the City's obligations hereunder, using special legal counsel, a financial advisor and/or other consultants as approved according to this paragraph. The City shall advise the Developer in advance if it intends to utilize the services of any other consultants, other than special legal counsel, to perform its obligations under the terms of this Agreement.

C. Both the City and the Developer acknowledge that expenses incurred by the City will likely exceed the initial deposit. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer may, at any time, determine not to pay Additional Funds by providing the City with written notice that the Developer will no longer pay any expenses in excess of the total expenses incurred on the date the City receives notice of the Developer's decision not to proceed. The Developer shall pay all such expenses incurred before the Developer's notice to the City of the decision not to proceed. The City may treat such election by Developer not to pay Additional Funds as Developer's election to withdraw its application for consideration of the Plan and the CID, and terminate this Agreement pursuant to Section 8.

4. Disbursement of Funds.

The City shall timely disburse the Deposit and Additional Funds for reimbursement of costs to the City, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses as they become due. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Agreement.

5. Reimbursement from TIF and CID.

If the Plan is approved and the Developer is selected to implement the Plan, the Developer shall be entitled to reimbursement from tax increment financing revenues from the redevelopment area that are collected in the special allocation fund established pursuant to the Plan and the TIF Act or the proceeds of any notes or bonds issued pursuant to the Plan (the "TIF Bonds") for such actual costs expended under the terms of this Agreement which are also considered to be reimbursable project costs under the Plan. If the CID is approved, the Developer shall be entitled to reimbursement from CID sales tax revenues generated within the CID that are collected in the special allocation fund established pursuant to the Development Agreement and the CID Act or the proceeds of any notes or bonds issued pursuant to the CID Act and the Development Agreement (the "CID Bonds") for such actual costs expended under the terms of this Agreement which are eligible for reimbursement under the CID Act and the Development Agreement. The Developer shall provide invoices for such costs and shall be reimbursed in accordance with the Development Agreement.

6. Application Administration.

In addition to the services set forth in Section 1, the City may be required to provide services from time to time for the continuing administration of the Application, if approved by the

Developer. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third-party expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Application and any development that results from the Application, but specifically excluding any amount attributable to the time of any salaried staff member of the City. The provisions of this section shall apply until such time as the City and the Developer agree to and execute a Development Agreement between the Developer and the City.

7. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's legal expenses. Developer further understands that legal counsel paid pursuant to this agreement is legal counsel for the City and acknowledges the duties of said counsel to the City of confidentiality and loyalty.

8. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the Application at any time. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer within ten (10) days of the termination date.

D. This Agreement may be terminated by mutual agreement of the City and the Developer pursuant to a Development Agreement that is executed by the City and the Developer.

9. Subsequent Developers.

In the event the City selects another developer pursuant to a request for proposals to carry out the Plan or any Project described therein, the City shall require the subsequent developer to assume all obligations of the Developer under this Agreement as of the date it is designated as the Developer and to reimburse the Developer for its expenditures under this Agreement, which must first be submitted to and approved by the City.

10. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies and does not in any way constitute prior approval of any future proposal for development, including the Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application in accordance with the TIF Act, the CID Act (as the case may be) and all applicable laws with respect to development of the property.

Before a vote by the Board of Aldermen for approval or disapproval of the TIF Plan, the Development Agreement with the Developer, the CID, or any other measure associated with the foregoing, the Developer shall deposit with the City, upon notice from the City, sufficient funds to pay all outstanding expenses incurred hereunder.

11. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be in writing and deemed to have been given or made (a) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, (b) upon delivery if delivered by hand, or (c) one (1) business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next day delivery, and in each case addressed as follows:

To the City:

Jeana Woods
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

with a copy to:

Edward Rucker
City Attorney
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

To the Developer:

with a copy to:

The City or Developer (each a “Party”) may specify that notice be addressed to any other person or address by giving to the other Party ten (10) days written notice of such change.

12. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

Attest: _____ Approved as to form: _____

City Clerk: Tara Berreth _____ City Attorney: Edward Rucker _____

(Developer)

By: _____

Name: _____

Title: _____

CITY OF OSAGE BEACH, MISSOURI
TAX INCREMENT FINANCING
Application Procedures, Policy Considerations and Application Form

Adopted/Latest Revision August 18, 2022

The City of Osage Beach welcomes inquiries about new business and economic development.
Please call the City Administrator at 573-302-2000

Important Notice and Disclaimer

The attached procedures, policies and forms have been prepared by the City of Osage Beach, Missouri (the "City") and the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the "TIF Commission") to assist private developers in the consideration of whether Tax Increment Financing ("TIF") for prospective projects is a realistic possibility pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"). The authority to make the legislative findings and determinations necessary for the compliance with the TIF Statutes is vested solely and only in the Board of Aldermen. Applicants and Projects are cautioned that the attached materials have been prepared primarily for informational purposes to inform applicants of the types of projects the City would consider for TIF assistance. The City reserves the right to reject any and all projects, even those which satisfy all of the attached criteria for the use of TIF for any reason whatsoever, without regard for the viability of the project. Furthermore, the City reserves the right to waive any non-conformance to these policies and approve any project the City deems favorable to the City.

Overview of the TIF Process

1. An application consisting of
 - a. a draft TIF Redevelopment Plan,
 - b. draft Funding Agreement
 - c. a deposit check and
 - d. a completed Executive Summaryis submitted by private developer applicant to City Administrator or his or her designee.
2. City Staff will review the Application and determine whether the Application is complete and whether the proposed project is eligible under the City's policy and the TIF Act.
3. After the filing and City Administrator's acceptance of the completed Application, the City staff will report to the Board of Aldermen its advice whether or not to refer the Application to the TIF Commission for consideration and enter into a funding agreement with the private developer applicant. The funding agreement sets out the developer's responsibility for paying the City's costs for expert legal counsel and financial consultants.
4. If the Board of Aldermen refers the Application to the TIF Commission, the TIF Commission will conduct a hearing on the proposed Redevelopment Plan in accordance with requirements of the TIF Act.
5. Consideration will be given to material the City Staff desires to report.

6. The TIF Commission will make a recommendation to the Board of Aldermen to either approve or deny the TIF Redevelopment Plan. The TIF Commission may recommend changes or conditions for approval of the TIF Redevelopment Plan.

7. The City will consider an Ordinance making necessary findings and approving the TIF Redevelopment Plan and a Redevelopment Agreement.

8. Execution of the Redevelopment Agreement between the City and Applicant.

APPLICATION PROCEDURES

1. APPLICATION:

Submission. The TIF Application form, policies and procedures are available from the City Administrator. Not less than 25 copies of the completed Application, bound in presentation quality format and accompanied by a searchable PDF copy of the document, should be submitted to the City Administrator together with the required application fee.

Application Fee. Each Application shall be accompanied with a check in the amount of \$30,000 made payable to the City (the "Application Fee"). Applications involving issuance of public bonds require an additional \$30,000 application fee. The Application Fee will be used by the City to pay the costs incurred by the City in the review of the Application. Such costs include the fees and expenses of the City's staff time, Bond Counsel and Financial Advisor. The City may also require a separate Application Fee for significant amendments to an approved Redevelopment Plan which requires a public hearing before the TIF Commission or renegotiation of an executed TIF contract or a contract then under negotiation with the City. In the event costs for third-party services exceed the initial fee collected, the applicant will reimburse the City for said amount prior to final consideration of the Application by the Board of Aldermen. To implement these requirements and as discussed in part 2 below, the applicant will be required to enter into a funding agreement with the City, from which the City's costs and expenses will be reimbursed, and the applicant will be required to replenish the fund to maintain a balance in the amount of the original Application Fee during the City's consideration and review of the Redevelopment Plan application. If the City and the Applicant do not enter into a funding agreement, the unspent portion of the application fee will be refunded to the applicant.

Preliminary Determination of Completeness. Upon submission, the Application will be reviewed by City staff to determine if it is complete. If the Application is determined to be incomplete by City staff or if additional information is needed the applicant will be notified in writing that the Application is not complete, and the reasons will be stated referring to the specific criteria that are not met, additional information required, or financial, legal or planning and development concerns. A public hearing date will not be set, and notices will not be issued by the City for a public hearing until the Application is determined to be complete by the City.

2. STAFF REVIEW:

Review of the Application will be conducted by the City's Finance, Law, Planning departments and Administration, and, when deemed appropriate by the City's Financial Advisor and Bond Counsel. Review time will be approximately 45 days from the date the completed Application is

submitted to the City. Applications that are determined to be complete, consistent with all elements of the City's Comprehensive Plan, and in conformance with the City's policy will be forwarded to the Board of Aldermen for referral to the TIF Commission and the creation of a funding agreement with the applicant.

Prior to making a recommendation to the Board of Aldermen, City staff may require an independent feasibility study by an expert of the City's choosing. The cost of such study shall be paid by the Applicant from the fees set forth in Section 2 above and shall be prepared by a professional consultant selected by the City Administrator. This study will be submitted to the TIF Commission prior to the public hearing by the TIF Commission.

Applications which are determined to be incomplete or do not conform to the City's policy will not be forwarded to the Board of Aldermen.

3. TIF COMMISSION CONSIDERATION:

The TIF Commission may desire to hold one or more study sessions before any public hearing is scheduled. At the public hearing, City Staff will introduce the subject material and the Applicant. The Applicant will make a presentation to the TIF Commission followed by the presentation of any material the City's Staff desires to report. Public comment will then be heard, followed by a response from the Applicant. After TIF Commission discussion, action may be taken to recommend approval or denial of the TIF Redevelopment Plan, or the public hearing may be continued to a date certain for further consideration. The TIF Commission will make the determination of whether the public hearing portion of the case will be closed or continued to a date certain.

Pursuant to TIF Act, the TIF Commission must vote within 30 days of the closing of the public hearing and make a recommendation to the Board of Aldermen. Following a recommendation by the TIF Commission, the TIF Commission will make the findings and determinations required by the TIF Statute.

4. BOARD OF ALDERMEN CONSIDERATION:

The Board of Aldermen may have a study session on the Application and Redevelopment Plan and may hold a public hearing before consideration of an ordinance. The recommendation of the TIF Commission may be approved, denied or amended by the Board of Aldermen. Certain amendments which meet threshold requirements of the TIF Act may require that the TIF Commission hold another public hearing on the proposed amendments.

POLICY FOR THE USE OF TAX INCREMENT FINANCING

Section 1. That the Tax Increment Financing (TIF) Policies and Guidelines for Application and Application Procedures are hereby adopted as fully set out herein and the City Administrator is hereby authorized to implement the following procedures and to make such additional changes and clarifications that shall be deemed advisable and in the best interest of the City:

A. General Policy

1. It is the policy of the City to consider the judicious use of TIF for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older areas, facilitate economic self-sufficiency, and implement the Comprehensive Plan and economic development strategy of the City.
2. Care will be exercised in the use of TIF to evaluate completely each project to ensure that the benefits which will accrue from the approval of the agreement are appropriate for the costs which will result, and that they are equitable to the City as a whole.
3. The City will charge an administrative fee to partially offset the cost of record keeping, report preparation, and accounting for each approved TIF Project. The fee will be assessed on a monthly basis against the annual increment generated by the TIF Project.

B. Policy Guidelines – Pay as You Go

The following criteria are to be used by the City's staff to evaluate TIF Applications:

1. TIF Applications may be considered for removal of blight and promote revitalization and/or to provide for public improvements to benefit economic development and employment. The City prefers the use of TIF funds for public improvements that benefit not only the project but also the public at large.
2. The City expects each TIF project to provide immediate benefit to every one of the existing taxing districts and therefore projects with financing that declares Fifty percent (50%) of the Payments In Lieu of Taxes generated by the project, as surplus and available to the taxing districts, will be viewed more favorably. Project proposals that do not meet this standard will have the high burden of persuasion.
3. Each TIF Application must demonstrate that "but for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance.
4. The total amount of TIF assistance and all other public assistance requested for project costs should not exceed fifteen percent (15%) of the total project costs including all hard and soft costs. Developer fees estimated for the entire project must be disclosed in the Application (or added to the Application as soon as they are known) and will be considered by the TIF Commission in evaluating the proposed TIF project.
5. TIF will generally be reserved for projects, which do not qualify for alternative methods of financing or where TIF assistance is deemed by the City to be the preferred method of economic development incentive.

6. Each TIF Application must include evidence that the applicant:

(a) has the financial ability to complete and operate the project. Developers will be evaluated on their prior record of development, amount of capital committed to the project and overall financial strength. Developers with partners are expected to identify the partners at the beginning of the process.

(b) will contribute equity of at least Fifteen percent (15%) of the total cost of the project. Projects with equity contributions from the developer more than Twenty-Five percent (25%) will be viewed more favorably. Equity contributions in cash will be viewed more favorably than “in kind” contributions such as land. This requirement is exclusive of any performance bond required for the project

(c) Has thoroughly explored alternative financing methods.

7. The City will maintain a retainage account consisting of at least the final Five percent (5%) of the financial assistance to the TIF project which funds will not be paid out until the project is completed or the developer satisfies other performance standards as established in the TIF Agreement.

8. TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high-quality development.

9. TIF Applications for the redevelopment of existing commercial and industrial areas will be viewed favorably. Projects to stabilize current commercial, and industrial areas that have or will likely experience deterioration will be favored.

10. The projected term of the TIF will be a factor, with shorter terms being viewed more favorably than longer terms. TIF Applications which provide for the use of not more than Fifteen (15) years of tax increment financing generated by each redevelopment project will be preferred.

11. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively.

12. All TIF Applications must clearly comply with the requirements of the TIF Statute.

13. All approved projects must comply with prevailing wage and hour requirements for public works projects, as set forth in 290.210 R.S.Mo. et. seq. for all portions of the project receiving TIF assistance. The developer will be required to indemnify the City for all prevailing wage claims brought against the City for all TIF-funded public works projects that are constructed by

or at the direction of the developer. Work to be covered by TIF funds will be identified in the Application.

14. TIF Applications which include the establishment of business areas, or the redevelopment of existing business areas, should include information as to the business type of the major tenants of the TIF area. In addition, a thorough market analysis should be completed which identifies: (1) the population areas that will be drawn from; and, (2) the businesses of similar types which would be competing with the TIF area businesses.

15. Projects with reasonable indications, submitted to the City's TIF Counsel, that upon review indicate a minimum of Fifty percent (50%) of the retail commercial space is committed to viable tenants, which may be supported with signed letters of intent, signed leases or other written verification of such tenants, will be viewed with greater favor by the City.

16. Management. A list of the persons who it is proposed will be active in or associated with the management of the redevelopment project during a period of at least one year from the date of approval of the development plan and a list of the officers, directors and principal stockholders of the applicant.

17. List of all political subdivisions affected by the TIF Plan and tax abatement. The development plan shall contain a complete list of all political subdivisions affected by the Plan and tax abatement including the name of the chief operating officer or highest elected official of such district, the district's mailing address and contact information and a written statement of the impact on any sales tax or ad valorem taxes of any tax abatement on such political subdivisions.

18. Applicants background and identity. The development plan shall clearly identify the legal status of the applicant, the key officers and owners thereof and provide clear and accurate information on the applicant's background and development experience and financial ability to successfully complete the project. Applicant shall disclose any threatened or pending litigation or unresolved claims; the nature of which would need to be disclosed if the applicant were applying for or participating in a transaction using public debt financing or which might be considered a regulated securities transaction.

19. Other information. Before submission of an ordinance to approve the development plan to the Board of Aldermen, the applicant shall include such other statements, information or exhibits as requested by the City Administrator. After submission of the ordinance to approve the development plan to the Board of Aldermen the applicant shall include such other statements, information or exhibits as requested by the Board of Aldermen or the City Administrator.

20. Notwithstanding the foregoing, TIF Applications which do not meet any of the above referenced criteria will be viewed favorably by the City if the Application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty and creating economic stability.

C. Policy Guidelines Where Public Bonds or Public Debt is Proposed

The following criteria are to be used by the City's staff to evaluate TIF Applications:

1. TIF Applications may be considered for removal of blight and promote revitalization and/or to provide for public improvements to benefit economic development and employment. The City prefers the use of TIF funds for public improvements that benefit not only the project but also the public at large.
2. The City expects each TIF project to provide immediate benefit to every one of the existing taxing districts and therefore projects with financing that declares Fifty percent (50%) of the Payments In Lieu of Taxes generated by the project, as surplus and available to the taxing districts, will be viewed more favorably. Project proposals that do not meet this standard will have the high burden of persuasion.
3. Each TIF Application must demonstrate that "but for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance.
4. No bonds or other public debt will be issued or authorized except upon substantial completion of the project which requires, at least, the final construction and issuance of a certificate of occupancy for 80% of the proposed physical space to be constructed or renovated and the occupancy and use by the final tenants thereof.
5. TIF Applications requesting the issuance of bonds or notes will be required to demonstrate that the payments in-lieu of taxes and/or the economic activity taxes expected to be generated will be sufficient to provide a debt coverage factor of at least 1.25 times the projected debt service prior to the sale of any tax increment bonds or notes. This is a minimum requirement and developers should be aware that a superior coverage ratio will be looked on with increased favor in the consideration of the Application. Public debt or bonds will only be used for 10% of the project cost. Public debt or bonds will only be used for 2/3s of the public assistance requested, while the remaining 1/3 of the public assistance will be paid out on a pay-as-you-go basis subject to all accountability and performance standards.
6. The total amount of TIF assistance and all other public assistance requested for project costs should not exceed fifteen percent (15%) of the total project costs including all hard and soft costs. Developer fees estimated for the entire project must be disclosed in the Application (or added to the Application as soon as they are known) and will be considered by the TIF Commission in evaluating the proposed TIF project.
7. Each TIF Application must include evidence that the applicant:
 - (a) has the financial ability to complete and operate the project. Developers will be evaluated on their prior record of development, amount of capital committed to the project and overall financial strength. Developers with partners are expected to identify the partners at the beginning of the process.

(b) will contribute equity of at least Fifteen percent (15%) of the total cost of the project. Projects with equity contributions from the developer more than Twenty-Five percent (25%) will be viewed more favorably. Equity contributions in cash will be viewed more favorably than “in kind” contributions such as land. This requirement is exclusive of any performance bond required for the project

(c) Has thoroughly explored alternative financing methods.

8. The City will maintain a retainage account consisting of at least the final Five percent (5%) of the financial assistance to the TIF project which funds will not be paid out until the project is completed or the developer satisfies other performance standards as established in the TIF Agreement.

9. TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high-quality development.

10. To encourage an inflow of customers from outside the City or provide services or fill retail markets that are currently unavailable or in short supply in the City, we encourage TIF Applications for retail and service commercial projects. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high-quality development.

11. TIF Applications for the redevelopment of existing commercial and industrial areas will be viewed favorably. Projects to stabilize current commercial, and industrial areas that have or will likely experience deterioration will be favored.

12. The projected term of the TIF will be a factor, with shorter terms being viewed more favorably than longer terms. TIF Applications which provide for the use of not more than Fifteen (15) years of tax increment financing generated by each redevelopment project will be preferred.

13. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively.

14. All TIF Applications must clearly comply with the requirements of the TIF Statute.

15. All approved projects must comply with prevailing wage and hour requirements for public works projects, as set forth in 290.210 R.S.Mo. et. seq. for all portions of the project receiving TIF assistance. The developer will be required to indemnify the City for all prevailing wage claims brought against the City for all TIF-funded public works projects that are constructed by

or at the direction of the developer. Work to be covered by TIF funds will be identified in the Application.

16. TIF Applications which include the establishment of business areas, or the redevelopment of existing business areas, should include information as to the business type of the major tenants of the TIF area. In addition, a thorough market or drive-time analysis should be completed which identifies: (1) the population areas that will be drawn from; and (2) the businesses of similar types which would be competing with the TIF area businesses.

17. Projects with reasonable indications, submitted to the City's TIF Counsel, that upon review indicate a minimum of Fifty percent (50%) of the retail commercial space is committed to viable tenants, which may be supported with signed letters of intent, signed leases or other written verification of such tenants, will be viewed with greater favor by the City.

18. Management. A list of the persons who it is proposed will be active in or associated with the management of the redevelopment project during a period of at least one year from the date of approval of the development plan and a list of the officers, directors and principal stockholders of the applicant.

19. List of all political subdivisions affected by the TIF Plan and tax abatement. The development plan shall contain a complete list of all political subdivisions affected by the Plan and tax abatement including the name of the chief operating officer or highest elected official of such district, the district's mailing address and contact information and a written statement of the impact on any sales tax or ad valorem taxes of any tax abatement on such political subdivisions.

20. Applicants background and identity. The development plan shall clearly identify the legal status of the applicant, the key officers and owners thereof and provide clear and accurate information on the applicant's background and development experience and financial ability to successfully complete the project. Applicant shall disclose any threatened or pending litigation or unresolved claims; the nature of which would need to be disclosed if the applicant were applying for or participating in a transaction using public debt financing or which might be considered a regulated securities transaction.

21. Other information. Before submission of an ordinance to approve the development plan to the Board of Aldermen, the applicant shall include such other statements, information or exhibits as requested by the City Administrator. After submission of the ordinance to approve the development plan to the Board of Aldermen the applicant shall include such other statements, information or exhibits as requested by the Board of Aldermen or the City Administrator.

22. Notwithstanding the foregoing, TIF Applications which do not meet any of the above referenced criteria will be viewed favorably by the City if the Application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty and creating economic stability.

D. Accountability

TIF Applications are expected to include the following:

1. If the TIF Application is being submitted based upon anticipated revenue criteria, the City may require that language shall be included in the Redevelopment Plan and Contract which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated anticipated revenue has been generated.
2. If the TIF Application is being submitted based upon job creation criteria, language may be included in the Plan which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated number, and quality of jobs have been generated.
3. If businesses are to be relocated from other areas of the City, sufficient justification must be included to indicate why this relocation should be given favorable consideration. If existing businesses are to be relocated to the TIF area, the base year activity for purposes of determining the tax increment for both real property and EATS taxes will be the last twelve-month period at the business's current location, immediately preceding the relocation.

Developers should be aware the City expects the public to directly benefit from its support of the project and the TIF Application should address key performance standards as follows:

1. Completion Performance

- Developer must construct at least 85% of the square feet planned to receive a Certificate of Substantial Completion.
- Developer receives no TIF reimbursement until a Certificate of Substantial Completion has been issued by the City.

2. City Revenue Protection

- In the 4th year after the Contract is executed and for a period of 10 years, if actual sales are not at least 75% of the projections in the TIF Plan, then the City may withhold from reimbursement an amount depending on the size of the project and total reimbursement per year.
- This amount will be paid to the City as an assignment of Developer's right to receive reimbursement.

3. Pay-As-You-Go Reimbursement PAYGO - No Bonds

- Reimbursement is Pay-As-You-Go, meaning that Developer is reimbursed as the TIF Plan generates revenues over time. The City does not plan to issue bonds, but may do so at the City's sole discretion.

4. Public Participation/Profit Limit

- If the Developer's annual rate of return exceeds 12%, then the principal amount of TIF reimbursement is reduced to achieve a 12% maximum return.

5. Limitation on Interest Accrual

- No interest on Reimbursable Project Costs will begin to accrue until a Certificate of Substantial Completion has been issued by the City.

6. Shifting Reimbursement

- Land reimbursement is limited to the budgeted amount.
- Off-Site Development reimbursement is limited determined on a project basis.
- On-Site Development reimbursement is limited determined on a project basis and Developer might be allowed to shift some reimbursement internally between the On-Site Development line-items.
- Soft Costs reimbursement is limited to __8%__, and Developer might shift reimbursement internally between the Soft Costs line-items.

7. Tax Protection During Construction

- If there is a dip in property valuation during construction, Developer pays the difference to the City which will be distributed to the taxing districts in proportion to their tax levies.

8. Sale and Assignment Restrictions

- Developer cannot assign its rights under the Contract or transfer more than 49% (or a controlling interest whichever is less) interest in Developer's membership without prior City approval.
- Developer cannot sell property in the Redevelopment Area without prior City approval.

D. Method of Financing

The decision as to what method of financing is selected will be made by the City. The underwriter or purchaser of any publicly sold bonds will be selected by the City.

In deciding which method of financing to use, the prevailing factor in making the determination will be total costs, the security for the bonds and the duration of the Redevelopment Plan. The City will not provide credit enhancements for the special obligation bonds or notes, however, credit enhancement provided by the developer on any bonds or notes will be viewed favorably.

TIF Applications may request that TIF assistance be provided in one of the following forms:

1. Tax Increment Revenue Bonds or Special Obligation Bond or Note Financing;
2. Direct Reimbursement to the Applicant for hard and soft design and construction costs;
3. Pledge of tax increment financing revenues to pay a portion of private financing in addition to other eligible costs; or,

4. Any combination of the foregoing methods.

E. Term

The maximum period for which a TIF can be used is established by the TIF Statute at Twenty-Three (23) years. The most favorable consideration will be provided for Redevelopment Plans that last no longer than Fifteen (15) years.

F. Impact on Schools Districts and Other Public Entities

Applicants should evaluate and consider any TIF policies adopted by local public school or other taxing districts and directly address those policies in the application. For developments that add students the City encourages a distribution of a portion of payments in lieu of taxes (PILOTS) as surplus in accordance with the applicable school district TIF policy. A capital contribution may be made to a public school or taxing district that incurs additional capital costs because of the redevelopment project.

G. Other Conditions

The City reserves the right to modify or waive any or all of these Policies and Procedures.

EXECUTIVE SUMMARY
CITY OF OSAGE BEACH, MISSOURI
____ TAX INCREMENT FINANCING ("TIF") PLAN

PROJECT NAME:

APPLICANT:

ADDRESS:

PHONE:

FAX:

EMAIL:

CONTACT PERSON:

Format: On a separate sheet of paper please answer the following questions. Please type each question prior to the applicable response.

- (1) In no more than three pages provide relevant information on the applicant's background and development experience and financial ability to successfully complete the project. Include resumes of key individuals assigned to the project.
- (2) Identify the applicant's consultants involved or proposed to be involved in the project noting relevant experience on similar projects (i.e., civil engineer, land use planner, applicant's legal counsel, applicant's financial advisor).
- (3) Describe the proposed project, including the size and scope and phasing of the proposed project. Specifically outline residential development, if any, to be included in the project.
- (4) Define the boundaries of the proposed TIF area by address and locator number(s). Include a map of the proposed TIF area.
- (5) Identify the property which is currently in the control of the applicant via ownership or option. If under option note the option expiration date.
- (6) Is the Redevelopment Plan consistent with the City's Comprehensive Plan? If not, an amendment to the Comprehensive Plan may be required in order to allow the Board of Aldermen to make this consistency finding as required by the TIF Act.
- (7) Is the property currently zoned for the proposed use? If not, what zoning change will be required?

- (8) Will the proposed project result in the relocation of residential, commercial or industrial facilities? If so, discuss the nature of any anticipated relocations.
- (9) State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.
- (10) Discuss the condition(s) that would qualify the proposed TIF District as a "blighted area" or "conservation area," as defined under Mo. Rev. Stat. 99.805.
- (11) Identify sources, amounts, and status of all debt financing and/or equity funding available to complete the project. Does the applicant anticipate the debt to be privately financed by the construction lender or developer or publicly sold?
- (12) Provide an outline of the costs associated with the development of the proposed project(s) and related parcel or parcels located within the TIF area. Identify in the outline those costs you would propose to fund with TIF financing and the proposed payback time frame.
- (13) In one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared, attach such reports as an appendix to this application.
- (14) On a revenue worksheet estimate the incremental property taxes and economic activity taxes to be generated by the project.
- (15) Identify any proposed tenants of the project. Have leases been negotiated or signed? What type of lease is contemplated?
- (16) Who will own the developed property? How much of the property is intended to be sold after development is complete? Who will manage the property during the life of the Redevelopment Plan and project?
- (17) Briefly describe the "economic and quality of life" benefits of the proposed project to the City.
- (18) Attach a letter from a reputable financial institution indicating that the applicant has sufficient financial resources to obtain the private financing for the project.
- (19) Management. A list of the persons who it is proposed will be active in or associated with the management of the redevelopment project during a period of at least one year from the date of approval of the development plan and a list of the officers, directors and principal stockholders of the applicant.
- (20) List of all political subdivisions affected by the TIF Plan and tax abatement. The development plan shall contain a complete list of all political subdivisions affected by the Plan and tax abatement including the name of the chief operating officer or highest elected official of

such district, the district's mailing address and contact information and a written statement of the impact on any sales tax or ad valorem taxes of any tax abatement on such political subdivisions.

(21) Applicants background and identity. The development plan shall clearly identify the legal status of the applicant, the key officers and owners thereof and provide clear and accurate information on the applicant's background and development experience and financial ability to successfully complete the project. Applicant shall disclose any threatened or pending litigation or unresolved claims; the nature of which would need to be disclosed if the applicant were applying for or participating in a transaction using public debt financing or which might be considered a regulated securities transaction.

FUNDING AGREEMENT

This FUNDING AGREEMENT ("Agreement") is entered into this ____ day of ____, 20__, (the "Effective Date") between the CITY OF OSAGE BEACH, MISSOURI (the "City"), and _____ the "Developer").

RECITALS

WHEREAS, the City is a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a Missouri limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Developer has requested that the City consider the approval of: (i) the _____ ~~—Tax~~ Increment Financing Plan (the "Plan") in accordance with Sections 99.800 to 99.865, Revised Statutes of Missouri ("RSMo"), as amended (the "TIF Act"), said Plan proposing reimbursement to Developer for Redevelopment Project Costs (the "Redevelopment Project Costs"); and (ii) a community improvement district ("CID") in accordance with Sections 67.1401 to 67.1571, RSMo as amended (the "CID Act"), said CID proposing reimbursement to Developer to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip any of the improvements eligible for reimbursement under the CID Act. For purposes of this Agreement, the Plan and the CID as proposed by Developer shall be referred to collectively as the "Application".

WHEREAS, if the Application is approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer the Plan and the CID through completion; and

WHEREAS, it is the City's policy that a developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the TIF Policy adopted by the City (the "TIF Policy"), and the CID Policy adopted by the City (the "CID Policy"), require the Developer to deposit funds with the City to be used by the City to pay expenses necessary to perform a full evaluation of the Plan and the CID, respectively, and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City and Developer Services.

A. The City shall provide the following City Services ("City Services"):

i. Prepare or consult with the Developer on the preparation and consideration of the Plan and the CID in accordance with the provisions of the TIF Act and the TIF Policy, and the CID Act and the CID Policy, respectively, and other applicable laws, and give all notices, make all publications and hold all hearings as required by the TIF Act and the CID Act and other applicable laws;

ii. Provide necessary staff, legal, financial, and planning assistance to review and evaluate the Plan and the CID for the City, and prepare and present required ordinances to the Board of Aldermen of the City and other applicable governmental authorities;

iii. Provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the proposed Plan and the proposed CID (the "Development Agreement"); and

iv. If a Development Agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer the Development Agreement.

B. The Developer shall:

i. Assist and cooperate with the City in providing the City Services;

ii. Provide to the City, upon request, a copy of surveys, planning documents, economic projections, engineering work, environmental studies and other information obtained or to be obtained by the Developer containing information that the City will reasonably need or would otherwise be required for the consideration of the Application for approval by the City pursuant to the TIF Act and the CID Act (the "Development Information").

2. Initial Deposit.

The City acknowledges receipt of Thirty Thousand Thousand Dollars (\$30,000.00) (the "Deposit") from the Developer. The City shall disburse the Deposit as set forth in Section 4 and shall notify the Developer when necessary to re-establish the Deposit in accordance with Section 3 hereof, from which additional disbursements may be made as needed.

3. Additional Funding.

A. When it appears to the City that fifty percent (50%) of the Deposit has been drawn or will be disbursed, the City may submit to Developer an invoice for an additional funds necessary to bring the deposit full and to perform the City's obligations hereunder or for any additional obligations or expenditures reasonably estimated to be incurred by the City in connection with this Agreement. The Developer shall pay the City the amount set forth on such invoice (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received the City shall

be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 8.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual expenses necessary to perform the City's obligations hereunder, using special legal counsel, a financial advisor and/or other consultants as approved according to this paragraph. The City shall advise the Developer in advance if it intends to utilize the services of any other consultants, other than special legal counsel, to perform its obligations under the terms of this Agreement.

C. Both the City and the Developer acknowledge that expenses incurred by the City will likely exceed the initial deposit. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer may, at any time, determine not to pay Additional Funds by providing the City with written notice that the Developer will no longer pay any expenses in excess of the total expenses incurred on the date the City receives notice of the Developer's decision not to proceed. The Developer shall pay all such expenses incurred before the Developer's notice to the City of the decision not to proceed. The City may treat such election by Developer not to pay Additional Funds as Developer's election to withdraw its application for consideration of the Plan and the CID, and terminate this Agreement pursuant to Section 8.

4. Disbursement of Funds.

The City shall timely disburse the Deposit and Additional Funds for reimbursement of costs to the City, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses as they become due. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Agreement.

5. Reimbursement from TIF and CID.

If the Plan is approved and the Developer is selected to implement the Plan, the Developer shall be entitled to reimbursement from tax increment financing revenues from the redevelopment area that are collected in the special allocation fund established pursuant to the Plan and the TIF Act or the proceeds of any notes or bonds issued pursuant to the Plan (the "TIF Bonds") for such actual costs expended under the terms of this Agreement which are also considered to be reimbursable project costs under the Plan. If the CID is approved, the Developer shall be entitled to reimbursement from CID sales tax revenues generated within the CID that are collected in the special allocation fund established pursuant to the Development Agreement and the CID Act or the proceeds of any notes or bonds issued pursuant to the CID Act and the Development Agreement (the "CID Bonds") for such actual costs expended under the terms of this Agreement which are eligible for reimbursement under the CID Act and the Development Agreement. The Developer shall provide invoices for such costs and shall be reimbursed in accordance with the Development Agreement.

6. Application Administration.

In addition to the services set forth in Section 1, the City may be required to provide services from time to time for the continuing administration of the Application, if approved by the

Developer. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third-party expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Application and any development that results from the Application, but specifically excluding any amount attributable to the time of any salaried staff member of the City. The provisions of this section shall apply until such time as the City and the Developer agree to and execute a Development Agreement between the Developer and the City.

7. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's legal expenses. Developer further understands that legal counsel paid pursuant to this agreement is legal counsel for the City and acknowledges the duties of said counsel to the City of confidentiality and loyalty.

8. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the Application at any time. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer within ten (10) days of the termination date.

D. This Agreement may be terminated by mutual agreement of the City and the Developer pursuant to a Development Agreement that is executed by the City and the Developer.

9. Subsequent Developers.

In the event the City selects another developer pursuant to a request for proposals to carry out the Plan or any Project described therein, the City shall require the subsequent developer to assume all obligations of the Developer under this Agreement as of the date it is designated as the Developer and to reimburse the Developer for its expenditures under this Agreement, which must first be submitted to and approved by the City.

10. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies and does not in any way constitute prior approval of any future proposal for development, including the Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application in accordance with the TIF Act, the CID Act (as the case may be) and all applicable laws with respect to development of the property.

Before a vote by the Board of Aldermen for approval or disapproval of the TIF Plan, the Development Agreement with the Developer, the CID, or any other measure associated with the foregoing, the Developer shall deposit with the City, upon notice from the City, sufficient funds to pay all outstanding expenses incurred hereunder.

11. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be in writing and deemed to have been given or made (a) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, (b) upon delivery if delivered by hand, or (c) one (1) business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next day delivery, and in each case addressed as follows:

To the City:

Jeana Woods
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

with a copy to:

Edward Rucker
City Attorney
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

To the Developer:

with a copy to:

The City or Developer (each a “Party”) may specify that notice be addressed to any other person or address by giving to the other Party ten (10) days written notice of such change.

12. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

Attest:

Approved as to form:

City Clerk: Tara Berreth

City Attorney: Edward Rucker

_____ (Developer)

By: _____

Name: _____

Title: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with B and H Welling Drilling, Inc. to cap an old residential well located at 5670 Rockwood Court in Osage Beach using a grant from the Department of Natural Resources for an amount not to exceed \$6,840.00. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-62

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 deadline for the grant is 09/31/2022

Budgeted Item:

No - This project will be paid for by a grant from the Missouri Department of Natural Resources. Expenses will be coded to Tower and Well Improvements (30-00-774269)

Budget Line Information (if applicable):

Budget Line Item/Title: Tower and Well Improvements (30-00-774269)

FY2022 Budgeted Amount:	\$ 26,350
FY2022 Expenditures to Date (08/08/22):	(\$ 0.00)
FY2022 Available:	\$ 26,350

FY2022 Requested Amount:	\$ 6,840
--------------------------	----------

Department Comments and Recommendation:

Earlier this year, the City received a well plugging grant from the Department of Natural Resources to plug a well located at 5670 Rockwood Court. The project was bid out informally due to the low cost associated with the project. The city received two bids. The low bidder is B and H Well Drilling and Service. Their bid and the bid tab are attached. I did check their references and found no problems.

The costs for this work are being paid for through the DNR Well Plugging Grant (75%) and the home owner (25%). A budget amendment will be required as all of the monies in the Tower and Well Improvements account (30-00-774269) have been allocated for the Swiss Village Water Tower Cleaning. The grant revenue will be posted to the revenue section of the Water Fund under grants (30-00-440200).

I am asking for first and second reading for this as the grant expires on 09/31/22. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-62 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. A budget amendment will follow.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT WITH B & H WELLING DRILLING, INC TO CAP AN OLD RESIDENTIAL WELL LOCATED AT 5670 ROCKWOOD COURT THE AMOUNT NOT TO EXCEED \$6,840.00

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 hereby authorizes the Mayor to execute on behalf of the City a Construction Contract to cap a residential well located at 5670 Rockwood Court, fundamentally and substantially the same as under the terms set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Six Thousand Eight Hundred Forty Dollars (\$6,840.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.62 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. 22.62.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **B & H Drilling and Pump Service, Inc.** a corporation of the State of Missouri, Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Abandoned Well Plugging Grant 2022

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Six Thousand Eight Hundred Forty Dollars and zero cents (\$6,840.00)** 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 Twenty (20) 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.

Abandoned Well Plugging Grant 2022

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 _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
_____ 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

CITY OF OSAGE BEACH

PROJECT MANUAL

ABANDONED WELL PLUGGING GRANT 2022 AUGUST 2022

OB22-014



**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
TELEPHONE (573) 302-2000**

TABLE OF CONTENTS

CONTRACT DOCUMENTS

CONTRACT AGREEMENT A-1 – A-2

EQUAL OPPORTUNITY CLAUSE.....EEO-1 – EEO-4

NOTICE AND INSTRUCTIONS TO BIDDERSNI-1 - NI-2

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT WB-1

CERTIFICATE OF INSURANCECI-1

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____ a _____ of _____, Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Abandoned Well Plugging Grant 2022

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Twenty (20) 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.

Abandoned Well Plugging Grant 2022

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 _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
_____ 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

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. _____ Yes _____ No
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No

2. Dollar amount of bid \$ _____.

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed construction _____.

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No

2. Dollar amount of proposed subcontract \$_____.

3. Anticipated performance period _____.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non segregated Facilities

- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE AND INSTRUCTIONS TO BIDDERS AND VENDORS
REGARDING HIRING OF ILLEGAL WORKERS**

Pursuant to Missouri statute RSMo 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity (Company or individual) shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- 2) Sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City of Osage Beach, Missouri, in order to comply with sections 285.525 through 285.550 RSMo, requires the following for bids and contract documents:

Required Affidavit for Contracts over \$5,000.00 –

Company shall comply with the provisions of Section 285.525 through 285.550 RSMo.

Contract award is contingent on Company providing an acceptable notarized affidavit stating the following:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A form for such affidavit is included herein.

Required Documentation of Program Enrollment –

Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Osage Beach requires companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at www.dhs.gov or by calling 888-464-4218.

Pursuant to RSMo.285.530, the bidding party shall:

- 1) Participate in the Federal Work Authorization Program (E-Verify), which verifies employment eligibility for all of their employees and provide City with an affidavit confirming such participation.
- 2) Provide an affidavit that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services to the City.
- 3) Verify all employees of bidding party working in connection with the City project through such E-Verify program and provide proof of such to City for each such employee.
- 4) Require all subcontractors for the project to:
 - a. Require in writing in its contract with the subcontractor that all contractors for the City project comply with the provisions of RSMo.285.530.1 requiring that no business entity knowingly hire or employ an unauthorized alien within the State of Missouri.

Abandoned Well Plugging Grant 2022

- b. Require all subcontractors to provide a sworn affidavit under the penalty of perjury attesting that the subcontractor's employees are lawfully present in the United States. A copy of such affidavits shall be provided to the City.

INSURANCE CERTIFICATION

Tara Berreth, City Clerk
City Hall
City of Osage Beach, Missouri

Re: Insurance Coverage During Work On the
Abandoned Well Plugging Grant 2022
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the Case Road Driveway Repair under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

**Bid Tabulation
Abandoned Well Plugging 2022
Osage Beach Project No. OB22-014
August 1, 2022**



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

Page 1

Item	Description	Unit	Quantity	Engineer's Estimate		Flynn Drilling		B & H Drilling	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, General Conditions	LS	1		\$ -		\$ -	\$ 1,000.00	\$ 1,000.00
2	Well Equipment Removal/Disinfection	LS	1		\$ -		\$ -	\$ 1,500.00	\$ 1,500.00
3	Disinfected Fill Material	CY	1.2		\$ -		\$ -	\$ 3,500.00	\$ 3,500.00
4	Neat Cement	Sack	21		\$ -		\$ -	\$ 40.00	\$ 840.00
TOTAL BASE BID					\$ 3,000.00		\$ 6,950.00		\$ 6,840.00

Flynn Drilling did not provide a detailed breakdown of cost

Abandoned Well Plugging 2022

Bid Form Proposal

PROJECT NAME Abandoned Well Plugging 2022

BID TIME _____

PROJECT LOCATION 5670 Rockwood Ct. Osage Beach, MO 65065

BID DATE _____

BIDDER NAME B+H Well Drilling & Pump Service, Inc.

TO: _____ CITY OF OSAGE BEACH ("Owner")

In response to the Invitation for Bids for Project No. **OB22-014 Abandoned Well Plugging 2022**, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID: Six thousand eight hundred forty Only Dollars (\$ 6840.00)
(Amount in Words)

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, General Conditions	LS	1	1000.00	1000.00
2	Well Equipment Removal/Disinfection	LS	1	1500.00	1500.00
3	Disinfected Fill Material	CY	1.20	3500.00	3500.00
4	Neat Cement	Sack	21	40.00	840.00
Total Base Bid:					

(See next page for signature)

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: Donna Bonnot Co-Owner
Signature and Title

Doing Business As B+H Well Drilling & Pump Service, Inc.
Name of Firm

Business Address of Bidder: 157 Mari Osa Delta Lane
Jefferson City, MO 65101
Telephone No. 573-455-9111

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 22-64 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 21.78 Adopting the 2022 Annual Operating Budget, Transfer of Funds for Necessary Expenses for Well Plugging. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-64

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 22-64 is in correct form.

City Administrator Comments:

The following budget amendment is necessary to support the motion request to cap (plug) a residential well at 5670 Rockwood Court, funded through partial grants funding and private contribution. Net zero effect on the FY2022 budgeted General Fund expenditures.

	<u>Original Item</u>	<u>Amended Item</u>	<u>Increase/(Decrease)</u>
30-00-440200 Grant Revenue	\$ 0	\$ 5,130	\$ 5,130
30-00-450400 Fees-MISC (revenue)	\$ 500	\$ 2,210	\$ 1,710
30-00-774269 Tower&Well Improv (exp)	\$ 10,000	\$ 16,840	\$ 6,840

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 21.78 ADOPTING THE 2022 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES FOR WELL PLUGGING.

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

Section 1. That the 2022 Annual Operating Budget adopted as Ordinance No. 21.78 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
30-00-440200 Grant Revenue	\$ 0	\$ 5,130
30-00-450400 Fees- Misc (Revenue)	\$ 500	\$ 2,210
30-00-774269 Tower & Well Improvements (Expenditure)	\$ 10,000	\$ 16,840

Section 2. In all other respects the 2022 Annual Operating Budget adopted in Ordinance No. 21.78 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.64 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.64.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Jeana Woods, City Administrator
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion to Approve the re-appointment of Board of Directors to the Arrowhead Centre Community improvement District (CID).

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Per Ordinance 16.36, the approval of the petition to establish the Arrowhead Centre CID, outlines Director appointments.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

Per ordinance 16.36, establishing the Arrowhead Centre Community Improvement District (CID), a slate of successor directors shall serve upon the appointment by the Mayor with consent of the Board of Aldermen. The Arrowhead CID Board of Directors met on Thursday, July 28, 2022, and approved a resolution (2022.01) naming the following slate of successor directors, all re-appointments with an expiration of term of 2026, per ordinance 16.36.

- President of the Board, Alderman Richard Ross
- City Administrator, Jeana Woods
- Arrowhead Centre Representative, Melissa Hunter

Also outlined in the Arrowhead's CID Board of Director's Resolution 2022.01, Mayor Michael Harmison replaces the previous Mayor on the Board, serving out the remainder of the term, expiring 2024.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 18, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the disposal of specific items deemed as surplus property

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for disposal of assets per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Attached you will find a complete list of items the staff is asking permission to sell, scrap, or dispose of. The Mimosa Grove Subdivision property will be sold by the City Staff via closed bid. There are 4 vehicles listed to be sold. The replacements for these vehicles were approved for purchase by the Board this past December 2021. These 4 vehicles will not be sold until their replacements arrive. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

For sale via auction (Online or Local):

General Fund:

Building -

4 Board Room Speakers

2004 Ford Explorer (Vin#5825) To be sold when replacement arrives

Parks -

2015 Toro 3505D Field Mower

Wall mounted Heater

Old Pontoon 30' Long (Does not float)

Misc.

90 Sign Banners

Lots 6,7, and 8 of Mimosa Grove Subdivision (Will be sold via closed bid)

Police -

Whelen edge Lightbar (model #SL8RRBB)

Whelen control box

Pro Guard plexiglass rear partition

Setina cage with sliding plexiglass window

2015 Utility Police Interceptor (Vin# 8872) To be sold when replacement arrives

2015 Utility Police Interceptor (Vin# 8873) To be sold when replacement arrives

2007 Chrysler Sebring (Vin# 7468) To be sold when replacement arrives

Transportation Fund:

2 Electronic Message Boards

Toro LX500 Lawnmower

Sand Blaster

Concrete Chainsaw

Backhoe Attachment – Asphalt Cutter

225 AMP AC Welder

TS 420 Chop Saw

Echo Chain Saw

Water Fund:

4 Triangle Water Tanks 65 gal.

275 gal. water tank

350 gal water tank

Micro Flex meter

Meter Reader

Data Logger

Black Tri Star Trailer 2000 SN# 1T9FS1827YW500322

Trimble 1 GPS Receiver

Sewer Fund:

Locating Rodder

Carbon Filter

Drill Press

Floor Mount Crane

Trimble 1 GPS Receiver

PW General:

Small Generator
175W Generator
Ice Maker
Safe
7.5 HP Fan

Trash or Scrap:

General Fund:

Building:

Old Camera System (9 cameras/one Encoder) broken

Parks -

2 old broken BBQ Grills (both gas)
2 old broken Chalk striping machines
3 Broken Soccer Goals

Misc.

2 Broken Treadmills (Nordic Track and Pro Form 750 SC)
Broken Hampton Beach Mini Frig

Information Technology -

2 Timeclocks – Broken
3 PC Monitors – Broken
2 Acer Tablets
Net clock switch – Broken
Desk Top PC – Broken
Access Point – Broken
Router - Broken
Dell 7130 CDN Color Printer - Broken

Sewer Fund:

2 HP Pumps = 95
3HP Pumps = 6
4.3 HP Pumps = 4
5HP Pumps = 21
6.7 HP Pumps = 8
10.7 HP Pumps = 2
20 HP Pumps = 1

Additionally, misc. items including, but not limited to small hand-held tools, relays, O Rings, bearings, mechanical seals, transceivers, scrap metal, cables, cords, wiring, small office equipment, mice, keyboards, etc. have been disposed of. These items come from multiple departments/funds and were broken or had no value.

Revenue for surplus sales will be distributed to the sale of used equipment's accounts (XX-00-600000) based on their fund.