

NOTICE OF MEETING AND AMENDED BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

February 15, 2024 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

Pg 4 A. Proclamation authorizing the Mayor - Ronald McDonald House Week February 12-18, 2024

CITIZEN'S COMMUNICATIONS

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

Any questions or comments for the Mayor and Board may 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.

Pg 5 ▶ Minutes of Board of Aldermen meeting
January 11, 2024 Special Meeting
February 1, 2024 Regular Meeting

Pg 13 ▶ Bills List - February 15, 2024

UNFINISHED BUSINESS

- Pg 26** A. Bill 24-05 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 390: Section 390.010 Definitions; Section 390.030 Prohibited Operation of a Golf Cart; Section 390.040 Requirements for Operating a Recreational Off-Highway Vehicle or Utility Vehicle on City Streets, Roads or Alleyways within City; Section 390.070 Prohibited Operation in a Recreational Off-Highway Vehicle or Utility Vehicle of the City Code for various purposes as set forth. *Second Reading*
- Pg 37** B. Bill 24-06 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement with Omnigo Software, LLC for RMS and CAD software for the Police Department over a five-year period beginning in 2024 for an amount of not to exceed \$402,077.24. *Second Reading*

NEW BUSINESS

- Pg 65** A. Bill 24-07 - An ordinance of the City of Osage Beach, Missouri, accepting part of Gamble Circle into City Inventory. *First and Second Reading*
- Pg 74** B. Bill 24-08 - An ordinance of the City of Osage Beach, Missouri, authorize the mayor to execute an agreement with the Federal Aviation Administration (FAA) Sublease No. 697DCM-24-L-00008 at Lee C. Fine Memorial Airport, Kaiser, Missouri. *First Reading*
- Pg 85** C. Bill 24-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card Required for Peddlers and Solicitors-available for Canvassers, Section 610.040 Fees, Section 610.050 Application for Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments purposes of the City Code for various purposes as set forth. *First Reading*
- Pg 101** D. Bill 24-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #9 to the professional service agreement with LOR Engineering, LLC dba

Cochran Engineering for the design of phase one of the site improvements at Peanick Park for an amount not to exceed \$114,000. *First Reading*

- Pg 109 E. Bill 24-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #10 with LOR Engineering dba Cochran Engineering to design the Rockaway Lift Station Emergency Storage for an amount not to exceed \$66,000. *First Reading*
- Pg 114 F. Motion to approve deviations from City Code Chapter 410, Article VI Storm Water and Drainage and the Osage Beach Design Guidelines Section 4 - Storm Drainage as adopted by City Code, as requested by the developer for the Beach Drive Roadway Project.
- Pg 152 G. Discussion - Streetlights
- Pg 176 H. Discussion - Sidewalk Master Plan

STAFF COMMUNICATIONS

- Pg 219 A. Department Update List - February 15, 2024

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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



PROCLAMATION
RONALD MCDONALD HOUSE WEEK
FEBRUARY 12 – 18, 2024

WHEREAS, Springfield’s two Ronald McDonal House Programs have provided a “home-away-from-home” and an invaluable source of hope and comfort for families of seriously ill and injured children who must travel far from home for medical treatment: and

WHEREAS, the two Ronald McDonald Houses, located in Springfield, Missouri, allow their guest to maintain close contact with their seriously ill children by providing a secure and supportive environment at no required cost: and

WHEREAS, the Ronald McDonald House near Cox South and the House at Mercy Kids have served the needs of 124 Camden County Families: and

WHEREAS, on Wednesday, January 24, 2024. 70 McDonald’s Restaurants and various other locations, will begin showing their support by asking customers to “Share their Heart” by “adopting” a \$1, \$5, and \$20 to Ronald McDonal House Charities of the Ozarks through the Share a Heart Campaign: and

WHEREAS, the following generous contributors have provided sponsorship funding and underwritten the costs for the Share a Heart Campaign: McDonald’s of the Ozarks: KY3 Television: Great Southern Bank: Mid-Am Metal Forming: and Color Graphic Printing: and

WHEREAS, McDonald’s of Osage Beach is a participant in the Share a Heart Campaign, which will continue through February 29, 2024.

NOW, THEREFORE, I Michael Harmison, Mayor, do hereby proclaim February 12th through February 18th, 2024, as

RONALD MCDONALD HOUSE WEEK

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 15th day of February.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

**MINUTES OF THE SPECIAL WORKSHOP MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
January 11, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, January 11, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker and Alderman Bob O'Steen. Absent Alderman Kellie Schuman. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Police Chief Todd Davis, Human Resources Generalist Michael Raye, Parks and Rec Manager Eric Gregory.

Public Hearing - Time set aside for the public and current employees to comment.

Pete Levya – Police Officer – would like to have a defined retirement.

Thomas Ellinger – Public Workers – wants to have defined retirement.

Travis Morely – Police Officer – would like to have defined retirement.

Alderman Ross made a motion to close the public hearing, This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote. Alderman Schuman was absent.

Employee Retirement Discussion

- LAGERS Recap of details presented at prior meeting.
- LAGERS FAQs – see attached.
- Mission Square Plan Summary
- Next Steps –
 - Get all employees any questions to Mike Ray.
 - Clarify long and short disability plans.
 - FAQ? sheets different plans

Alderman Ross made a motion to adjourn at 7:15pm. This motion was seconded by Alderman O'Steen. Motion passed unanimously with voice vote. Absent Alderman Schuman.

ADJOURN

The meeting adjourned at 7:15pm. 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 January 11, 2024, and approved February 15, 2024

Tara Berreth, City Clerk

Michael Harmison, Mayor

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



FAQs

- **What is the upfront set up costs?**

No "Up-Front" Lump sum or Start up fees for Lagers. Cost is based on employee group and elected benefits.

- **Cost for initial LAGERS valuation?**

Cost for this quote was \$1,750.00 (Actuarial review report cost)

- **Retirement Age with LAGERS:** (Current plan, age 55 all employees)

- General Employees 60
- Police Employees 55
- Public Safety Employees 55* *Optional, to include Ambulance and Dispatch*

- **Can General Employees retire at age 55 with LAGERS?**

For General employees to retire early with LAGERS (60 to 55), it would be considered "Early" Retirement with Reduced Benefits

- **Regarding Rule of 80, do you have to buy back prior service at 100%?**

NO

Prior Service Note:

If the 0% option, the employees would still receive credit in LAGERS for all their time with the City of Osage Beach toward vesting in LAGERS, but their employment before the city joins LAGERS would not count toward their benefit calculation. Employees that become vested in LAGERS would have the option to individually purchase their previous service not covered by the employer. They may use funds from another retirement account to purchase their previous service.

- **Options regarding failure to make payments?**

There are no options on failure to make monthly payments. The rate given from the annual actuarial review determines the monthly contributions required by the City.

- Can we lower the plan to a cheaper plan?
Once every 2 years with LAGERS | ICMA we can reduce contribution.
- What about PBGC (Pension Benefit Guaranteed Corporation) insurance?
PBGC covers private employer entities.

- **Are benefits provided to employees with less than 1000 annually?**

Both LAGERS and Mission Square have eligibility requirements that must be met.

- **Are elected officials covered on this program?**

ICMA provides benefit; Elected officials would not meet the LAGERS eligibility requirements.

- **What does it mean to be an active member in LAGERS?**

To be eligible for active membership with LAGERS, you must work in a LAGERS covered department and work above a certain number of hours set by your employer. You become eligible

to receive a benefit once you become vested and reach retirement age. Members are vested at 5 years.

- **Eligibility can be changed every 2 years, but this is just the rule of 80?**

ICMA Annually | LAGERS - Multiple plan decisions can be changed every 2 years.

- **Employee Funding – are all employees the same %?**

Both Retirement programs are funded based on a % of employee salary. Percentage varies based on Employee Groups.

- **Disability? Any job or just yours? Do we have to have this coverage since we have Workers Compensation/Social Security?**

Currently the City offers a Short-Term and Long-Term disability plan through Principal.

LAGERS-The disability cost rate is paid by all employers into a pool for employees to receive benefits for disabilities and duty-related deaths. There are non-duty and duty disability allowances.

- **Prior service paid credit of 0%?**

If the City chooses not to 'buy' credit (electing 0% Prior Service Coverage) towards a LAGERS benefit for time the employees worked prior to the City joining LAGERS, employees may be able to use their current Mission Square account to buy service time from LAGERS. Options may be limited to avoid a duplication in benefits as prohibited by Missouri State Statutes.

- **ICMA has been the defined contribution benefit plan provider since inception, so isn't that the prior benefit coverage?**

No. The City can choose Prior Service Coverage, this allows the City to give credit towards a LAGER benefit for the time the employees worked prior to the City joining LAGERS. Instead of the City paying the service credit, employees may be able to use their current Mission Square account to buy service time from LAGERS. Options may be limited to avoid a duplication in benefits as prohibited by Missouri State Statutes.

- **Past service paid over 30 years at what interest rate?**

This is an actuary calculation based on the unfunded actuarial accrued liability for said past service.

- **Can we keep the current ICMA and no need for prior service coverage?**

The City can choose to keep the 457(b) and IRA plan, which are funded entirely by the employee. The City cannot contribute to both a defined contribution plan and the LAGERS defined benefit plan. The City must decide on the one-time election regarding Prior Service Coverage (0%, 25%, 50%, 75%, or 100%). The LAGERS initial valuation includes actuarial cost estimates for 0% and 100%.

- **Are all actuarial tables based on 100% prior service so would all need to be changed?**

The LAGERS initial valuation includes actuarial cost estimates for 0% and 100%.

- **How are the 5-year FAS tables as seen in the Osage Beach Initial Valuation document calculated?**

Pages 4 – 7 in the Osage Beach Initial Valuation document show the City’s cost by percent of salaries for various elections to be made by the City. Cost estimates are on pages 8 – 11 based on actual City salary details on a given date, at the time of the evaluation. The rates are based on standard actuarial models, so all employees do not cost the same amount; Employees salaries are different as well as age, and current length of service.

- **What is the Summary of Financial Assumptions based on?**

The assumptions outlined in the Osage Beach Initial Valuation document, specific to pages 14 – 16, are based on National Generally accepted Accounting Principles (GAAP), assumptions adopted by the LAGERS Board of Trustees, and actuarial models.

- **What age is Social Security (SS) based on?**

SS is based currently on 65.5 and moving to 67 years of age. If you are born after 1960, full retirement age at 67 years.

- **Are Loans allowed under LAGERS?**

Loans or early withdrawals with LAGERS is NOT an option.

- **What happens to current employee loans if we move from Mission Square to LAGERS?**

Current loans with ICMA would be considered a taxable distribution for the year the account closes.

- **How happens with forfeiture account funds?**

Actual investment return rate is credited to the LAGERS benefit reserve fund.

- **The City currently offers a benefit of transferring accrued leave into dollars, and deposited into said employee’s retirement account (based on years of service and minimum accrued personal time), what happens to that benefit?**

Under LAGERS, this would no longer be a benefit; this city benefit would require modification. Personal time (leave time) cannot be converted to dollars for additional LAGERS deposit, as we currently do under our defined contribution plan.

- **Is vesting prorated per year?**

No. An employee is vested in LAGERS and becomes guaranteed to receive a benefit when they earn 60 months (5 years) of credited service with one or more LAGERS employer(s). Employees under our current Mission Square plan are vested a portion each year; 1 year=20% through 5 Years=100%.

- **How is LAGERS vesting effected by separation and rehire under 5 years of service?**

If an employee leaves the City (under LAGERS) within 5 years, AND if lump sum distribution is taken at time of separation by said employee (their contribution %), employee would have to buy their service time back from LAGERS if they were re-hired.

- **How will LAGERS vesting affect current employees?**

If the City elects 0% Prior Service Coverage, employees will be vested in LAGERS upon 5 years of employment under the plan.

- **How do market swings affect the cost of LAGERS?**

The annual actuarial review determines the monthly contributions to LAGERS required by the City. Changing the level of benefits (allowed every two years) and requiring employees to contribute are modifications that can be made to affect the City's annual cost of the LAGERS plan, once a member.

- **Is the LAGERS benefit for the life of the employee?**

Yes. Employees can choose to take a reduced benefit at retirement for spouse to continue receiving a reduced amount of income, upon death. Under our current defined contribution plan with Mission Square, retirement funds are part of the employee's financial assets and net worth, and are transferred to beneficiaries, upon death; if no beneficiaries, financial assets become a part of the decedent's estate.

- **How do we leave our current defined contribution plan with Mission Square?**

If the City should choose to leave ICMA/Mission Square, a letter of instruction would need to be drafted, signed by the Administrator, and sent to Mission Square with 30 days' notice. Within 1 year, employees would be forced to roll their 401(a) accounts out of Mission Square to a different custodian. If we keep the 457 and IRA with Mission Square (the employee contribution plans), employees can keep those accounts moving forward.

- **What LAGERS provided plan best matches our current defined contribution plan?**

LAGERS Benefit elections are based on the pre-set Life Programs, i.e. L-1, L-3, etc., and based on percentages of salaries by employee groups. The City currently has committed to contributing 9% to our defined contribution plan, should the employee contribute 3%. Referring to the Osage Beach Initial Valuation document, page 4, percentages quoted in the valuation L-7 Benefit Program best match the City's current contribution percentage. For Public Safety employee group (the highest contribution %), with 0% prior service cost, with 2% employee contribution, the City would contribute 9.2%; for General employee group, same factors, the City would contribute 8.4%. Total cost to City for the LAGERS L-7, based on the valuation of salaries at that time, \$797,904, no prior service (with prior service credit at 100%, add \$226,580). Current Mission Square retirement 401 expenditures for same period, assuming the 9%, would be approximately \$475,000.

- **How would a change affect current employees?**

Current employees would be affected differently and based on expected years of service with the City from the beginning of the LAGERS plan (or other LAGERS employer).

- For example, if a change to LAGERS is made, the City's committed 9% retirement benefit will cease to fund a defined contribution plan, and assuming NO prior service is covered/credited by the City in LAGERS, the earlier you are in your career the larger the benefit you will likely receive from LAGERS (the longer you work, the higher your salary, the higher the amount of pension) (upon vested). The closer you are to retirement and/or latter end of your career, the least benefit you will receive from LAGERS, once you are 5-year vested (not vested = no LAGERS benefit).
- Current Employee Year of Service: < 5 years = 52%; 5 – 9 years = 20%; 10 – 14 years = 6%; 15+ years = 22%

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

February 1, 2024

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, February 1, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Kevin Rucker, Alderman Kellie Schuman, and Alderman Bob O'Steen. Absent Alderman Richard Ross. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Building Official Ron White, Airport Manager Ty Dinsdale, City Treasurer Karri Bell, and City Planner Cary Patterson. Human Resources Generalist Michael Raye, Public Works Operations Manager Zak Wilbur, Parks and Rec Manager Eric Gregory. Cochran Dave Van Leer.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 24-02 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135 Finance and Purchasing; Section 135.040 Purchasing and Procurement-Competitive Bidding, Section 135.050 Purchasing and Competitive Proposals, 135.070 Purchasing and Competitive Purchasing/Sole Source Procurement/Emergency Purchases.

Second Reading

Alderman Hoffman made a motion to approve the second reading as amended to Bill 24-02. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 24-02 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman O'Steen, Alderman Rucker, and Alderman Schuman. Bill 24-02 was passed and approved as Ordinance 24-02. Alderman Ross was absent.

NEW BUSINESS

Item D has been removed from the agenda for staff to gather more information.

Bill 24-05 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 390: Section 390.010 Definitions; Section 390.030 Prohibited Operation of a Golf Cart; Section 390.040 Requirements for Operating a Recreational Off-Highway Vehicle or Utility Vehicle on City Streets, Roads or Alleyways within City; Section 390.070 Prohibited Operation in a Recreational Off-Highway Vehicle or Utility Vehicle of the City Code for various purposes as set forth. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-05. This motion was seconded by Alderman Marose. Motion passes with voice vote. 4 ayes 1 nay. Alderman Ross was absent.

Bill 24-06 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement with Omnigo Software, LLC for RMS and CAD software for the Police Department over a five-year period beginning in 2024 for an amount of not to exceed \$402,077.24. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 24-06. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Alderman Ross was absent.

Motion to approve funds not to exceed \$115,000 for the negotiation and purchase of an Avgas replacement fuel truck for Lee C. Fine Airport.

Alderman Rucker made a motion to approve funds not to exceed \$115,000 for the negotiation and purchase of an Avgas replacement fuel truck for Lee C. Fine Airport. This motion was seconded by Alderman Schuman. Alderman Ross was absent.

STAFF COMMUNICATIONS

Asst. City Admin. Welty – Thank the Board for allowing the Public Works Management to attend the WWETT Conference. Discussion Sidewalks and Streetlights will be coming up at the next board meeting.

Human Resource Generalist Raye – Thank April White and Abby Berreth for all their work on getting W2 and getting the compensation statement out to all the employees this year.

Public Works Operation Manager Wilbur – Thanked all the Transportation, Water and Sewer Departments for all their work during the last ice storm.

Dave Van Leer/Cochran – Sands Gravity notice to proceed is starting Monday February 5th with a 45-day completion deadline. Pickleball Courts bid will be going out next week.

Parks and Rec Manager Gregory – Irrigation pump is scheduled for the second week in February. The maintenance shop team is working on prepping and getting ready for the maintenance shop improvements. Volunteers are going to get started next week on our new frisbee golf course.

Department Update List - February 1, 2024

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

- Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker - Camden County audit is done. Wants to know where the tax is coming from? *Camden County Road Property Tax Questions*. MoDOT will no longer put-up population signs.

Alderman Schuman Osage Beach Elementary School Job Fair – was a great success.

Alderman Hoffman – Dog Kennel is coming along. Two jobs status. Vapex status. Signs.

Alderman O’Steen – Just because the board did not approve the parking lot does not mean that the board does not support the comprehensive plan for the parks master plan. Status of Lagers?

Alderman Marose – Outdated website.

Mayor Harmison – Tragedy on Grand Glaize Bridge. Thoughts and prayers to all those involved in the accidents.

Alderman Hoffman made a motion to adjourn at 6:45pm. This motion was seconded by Alderman O’Steen. Motion passes unanimously. Alderman Ross was absent.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 6:45pm. 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 February 1, 2024, and approved February 15, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
February 15, 2024**

Bills Paid Prior to Board Meeting	\$	167,861.22
Payroll Paid Prior to Board Meeting	\$	142,485.18
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	\$	320,651.47
Total Expenses	\$	630,997.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	3,756.00
			Fed WH	9,921.61
		INTERNAL REVENUE SERVICE	FICA	7,974.82
			Medicare	1,865.09
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Retirement 457 &	3,842.68
			Retirement 457	2,184.60
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	159.33
			Loan Repayments	137.31
			Loan Repayments	584.27
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirement Roth IRA %	224.53
			Retirement Roth IRA	402.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	250.00
		OPTUM BANK INC	HSA Contribution	388.33
			HSA Family/Dep. Contributi	2,103.07
		ONE TIME VENDOR CAMDENTON MUNICIPAL CO ST. CHARLES COUNTY CIR	OTHER AGENCY CASH BOND	87.00
			OTHER AGENCY CASH BOND	<u>500.00</u>
			TOTAL:	36,176.29
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	675.29
			Medicare	157.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	258.50
			Retirement 401	671.58
		ELAN CORPORATE PAYMENT SYSTEMS	WWETT CONF- M. WELTY	225.00
			2024 MCMA WNTR WRKSHP-WELT	100.00
			TWISTED TONYS STAFF MTG LU	180.36
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,456.16
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	200.80
			Medicare	46.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.90
			Retirement 401	201.80
		ELAN CORPORATE PAYMENT SYSTEMS	IIMC CONF- T. BERRETH	675.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,319.21
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	622.21
			Medicare	145.52
		MISSIONSQUARE RETIREMENT	Retirement 401%	308.11
			Retirement 401	616.23
		ELAN CORPORATE PAYMENT SYSTEMS	2024 GFOA MO WNTR SEMINR-W	125.00
			2024 GFOA MO WNTR SEMINR-B	125.00
			2024 GFOA OF MO MEMB-BELL	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,204.57
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	99.46
			Medicare	23.26
		MISSIONSQUARE RETIREMENT	Retirement 401%	50.03
			Retirement 401	100.05
		SMITH, GARY L	OCT MUNICIPAL JUDGE SERVIC	1,763.16
			NOV MUNICIPAL JUDGE SERVIC	1,763.16
			DEC MUNICIPAL JUDGE SERVIC	1,763.16
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	5,637.28
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	362.51
			Medicare	84.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	178.39
			Retirement 401	356.79
		ELAN CORPORATE PAYMENT SYSTEMS	2024 ATTORNEY ENROLLMENT	418.45
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,475.92
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	477.91
			Medicare	111.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	241.56
			Retirement 401	483.10
		DUNHAM, LOYD	REIMB WORK BOOTS- L. DUNHA	243.16
		ELAN CORPORATE PAYMENT SYSTEMS	ICLOUD STORAGE-PHONE/TABLE	5.98
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	1,788.48
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 12/12-1/15/24	90.63
			CITY HALL SVC 12/12-1/15/2	3,626.33
		REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	149.48-
		INTERNAL REVENUE SERVICE	FICA	52.02
			Medicare	12.17
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 12/14/23-1/16/24	1,381.04
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	<u>3,360.85</u>
			TOTAL:	8,373.56
Parks	General Fund	REPUBLIC SERVICES #435	PARK TRASH SERVICE	110.94
		INTERNAL REVENUE SERVICE	FICA	462.92
			Medicare	108.26
		MISSIONSQUARE RETIREMENT	Retirement 401%	225.36
			Retirement 401	450.75
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST-E. GREGO	15.00
		AMEREN MISSOURI	HATCHERY RD SIGN 12/12-1/1	84.05
			CP MAINT BLDG 12/12-1/15/2	94.21
			CP #2 DISPLAY C 12/12-1/15	12.28
			CP SOCCER FIELDS 12/12-1/1	23.30
			CP #2 DISPLAY D 12/12-1/16	12.28
			CP BALL FIELDS 12/12-1/15/	1,183.92
			CP #2 DISPLAY B 12/12-1/15	18.49
			CP #2 DISPLAY A 12/12/-1/1	16.16
			CP #2 IRRIG PUMP 12/12-1/1	14.14
		ELAN CORPORATE PAYMENT SYSTEMS	STRAW & RUBBER MATS	315.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	3,260.50
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	197.88
			Medicare	46.28
		MISSIONSQUARE RETIREMENT	Retirement 401%	98.75
			Retirement 401	197.50
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER BREAKFAST- M. RAYE	15.00
		ELAN CORPORATE PAYMENT SYSTEMS	ENGINEERING JOB POSTING	100.00
			PRE EMPLOYMENT TEST CREDIT	299.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,048.16
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	65.47
		ELAN CORPORATE PAYMENT SYSTEMS	NOTARY- K. POWERS	25.75
		MARCO	CH COPIER LEASE 11/26-12/2	<u>388.03</u>
			TOTAL:	479.25
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,359.53
			Medicare	785.70
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,330.05
			Retirement 401	3,265.91
		ELAN CORPORATE PAYMENT SYSTEMS	SHOP WITH A COP	1,955.67
			SHOP WITH A COP	593.37
			RETROFIT KIT & MOUNT CABLE	375.00
			A15 RIFLE CONF REG- J. CHA	550.00
			KWIK KAR WASH	32.00
			TRANSUNION PERSON SEARCH	163.00
			INSIDE THE TAPE TRNG-HENDR	310.00
			INSIDE THE TAPE TRNG- OWEN	310.00
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,050.00
		MARCO	PD COPIER LEASE 11/26-12/2	<u>182.13</u>
			TOTAL:	14,449.86
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	1,066.66
			Medicare	249.46
		MISSIONSQUARE RETIREMENT	Retirement 401%	202.19
			Retirement 401	711.03
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.02
			COMM CABLE	36.64
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		SCOTT, HAYLEY	MILEAGE REIMB EMD CONF-SCO	<u>110.68</u>
			TOTAL:	2,730.68
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.88
			Retirement 401	201.77
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	625.98
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	196.37
			Medicare	45.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	98.30
			Retirement 401	196.59
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	181.93
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	794.12
Economic Development	General Fund	ASSOCIATED WHOLESALE GROCERS INC	AWG GROCERY MARKET STUDY	<u>2,900.00</u>
			TOTAL:	2,900.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	382.74
		INTERNAL REVENUE SERVICE	Fed WH	786.78
			FICA	688.16
			Medicare	160.94
		MISSIONSQUARE RETIREMENT	Retirment 457 &	192.22
			Retirement 457	188.00
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	<u>50.40</u>
			TOTAL:	2,489.24
Transportation	Transportation	REPUBLIC SERVICES #435	TRANS TRASH SERVICE	131.01
		INTERNAL REVENUE SERVICE	FICA	688.16
			Medicare	160.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	249.92
			Retirement 401	687.91
		AMEREN MISSOURI	5757 CHAPEL SVC 12/13-1/16	251.45
		AMEREN MISSOURI	792 PASSOVER LTS 12/12-1/1	20.59
			1095 MACE RD LTS 12/12-1/1	38.84
			1129 INDUSTRIAL 12/12-1/15	37.46
			1075 NICHOLS RD 12/13-1/16	48.74
			872 PASSOVER LTS 12/12-1/1	25.39
			MACE RD RNDABT 12/12-1/15/	16.35
			680 PASSOVER LTS 12/12-1/1	18.61
		ELAN CORPORATE PAYMENT SYSTEMS	WWETT CONF- R. LONG	225.00
			MOCGA CONFERENCE LODGING	1,030.63
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.25
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	596.07
		MARCO	PW COPIER LEASE 11/26-12/2	<u>60.71</u>
			TOTAL:	4,600.52
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	462.79
		INTERNAL REVENUE SERVICE	Fed WH	1,255.84
			FICA	844.65
			Medicare	197.53
		MISSIONSQUARE RETIREMENT	Retirment 457 &	801.75
			Retirement 457	101.00
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	69.80
		ONE TIME VENDOR	01-8870-04	<u>250.00</u>
			TOTAL:	4,055.86
Water	Water Fund	REPUBLIC SERVICES #435	WATER TRASH SERVICE	131.01
		GOEHRI, GEORGE	FEB INSURANCE PREMIUM	63.70
		INTERNAL REVENUE SERVICE	FICA	844.65
			Medicare	197.53
		MISSIONSQUARE RETIREMENT	Retirement 401%	418.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	836.08
		AMEREN MISSOURI	5757 CHAPEL SVC 12/13-1/16	251.45
		AMEREN MISSOURI	LK RD 54-29 WELL 12/12-1/1	610.37
			COLUMBIA CLG WELL 12/12-1/	1,999.43
			COLUMBIA TWR POLE 12/12-1/	270.48
		WILBER, ZACHARY	MILEAGE REIMB 1/14-1/21/24	160.80
			MILEAGE REIMB 1/29/24	32.16
		LUTTRELL, JOHN	MILEAGE REIMB 1/13-1/19/24	69.68
		ELAN CORPORATE PAYMENT SYSTEMS	WWETT CONF- Z. WILBER	225.00
			MOCGA CONFERENCE LODGING	618.37
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.26
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	596.07
		WRIGHT, COLTEN	MILEAGE REIMB 1/20-1/26/24	120.60
		MARCO	PW COPIER LEASE 11/26-12/2	<u>60.71</u>
			TOTAL:	7,818.89
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	510.47
		INTERNAL REVENUE SERVICE	Fed WH	1,093.54
			FICA	1,059.17
			Medicare	247.70
		MISSIONSQUARE RETIREMENT	Retirment 457 &	427.54
			Retirement 457	99.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>277.30</u>
			TOTAL:	4,039.72
Sewer	Sewer Fund	REPUBLIC SERVICES #435	SEWER TRASH SERVICE	131.01
		INTERNAL REVENUE SERVICE	FICA	1,059.17
			Medicare	247.71
		MISSIONSQUARE RETIREMENT	Retirement 401%	341.28
			Retirement 401	1,058.59
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,885.36
			5757 CHAPEL SVC 12/13-1/16	251.45
			GRINDER PUMPS & LIFT STATI	2,689.09
			GRINDER PUMPS & LIFT STATI	6,042.06
		MENARDS COMMERCIAL	PLIERS,DRILL BITS,TAP DRIV	410.52
			WATER TANK & PRTS-WELL 54-	1,885.43
		ELAN CORPORATE PAYMENT SYSTEMS	CAMDEN COUNTY WEB SEARCH	14.75
			CAMDEN COUNTY WEB SEARCH	3.50
			CAMDEN COUNTY WEB SEARCH	7.75
			WWETT CONF- C. DUNCAN	225.00
			WWETT CONF- N. EARP	225.00
			MOCGA CONFERENCE LODGING	824.50
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	424.49
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	596.08
		MARCO	PW COPIER LEASE 11/26-12/2	<u>60.72</u>
			TOTAL:	19,420.96
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	400.00
		INTERNAL REVENUE SERVICE	Fed WH	1,048.49
			FICA	985.86
			Medicare	230.56
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	164.26
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>100.00</u>
			TOTAL:	3,378.05
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	985.86
			Medicare	230.56
		MISSIONSQUARE RETIREMENT	Retirement 401%	164.26
			Retirement 401	752.53
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	2,432.35
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	204.40
		INTERNAL REVENUE SERVICE	Fed WH	366.38
			FICA	347.68
			Medicare	81.31
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.27
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,194.58
Lee C. Fine Airport	Lee C. Fine Airpor	REPUBLIC SERVICES #435	LCF TRASH SERVICE	88.60
		NAEGLER OIL CO	7,475 GAL LCF JET FUEL	27,947.91
		INTERNAL REVENUE SERVICE	FICA	347.68
			Medicare	81.31
		MISSIONSQUARE RETIREMENT	Retirement 401%	80.99
			Retirement 401	353.92
		DISH NETWORK	SERV 1/29-2/28/24	201.86
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		WOODLEY BUILDING MAINTENANCE	JANITORIAL SERVICES	<u>851.93</u>
			TOTAL:	30,186.70
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	57.60
		INTERNAL REVENUE SERVICE	Fed WH	273.96
			FICA	243.43
			Medicare	56.94
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.42
			Retirement 457	30.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	730.35
Grand Glaize Airport	Grand Glaize Airpo	REPUBLIC SERVICES #435	GG TRASH SERVICE	88.60
		INTERNAL REVENUE SERVICE	GG FICA	243.43
			Medicare	56.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	49.24
			Retirement 401	246.23
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 1/16-2/15/24	119.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	<u>434.00</u>
			TOTAL:	1,342.55
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID 12/15-1/16	<u>451.43</u>
			TOTAL:	451.43

===== FUND TOTALS =====		
10	General Fund	85,720.02
20	Transportation	7,089.76
30	Water Fund	11,874.75
35	Sewer Fund	23,460.68
40	Ambulance Fund	5,810.40
45	Lee C. Fine Airport Fund	31,381.28
47	Grand Glaize Airport Fund	2,072.90
62	TIF - Arrowhead	451.43

	GRAND TOTAL:	167,861.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	FORWARD SLASH TECHNOLOGY LLC	INTEGRATED DECT HEADSET	<u>330.00</u>
			TOTAL:	330.00
Municipal Court	General Fund	SMITH, GARY L	JAN MUNICIPAL JUDGE SERVIC	<u>881.58</u>
			TOTAL:	881.58
Building Inspection	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- J. JOHNS	44.50
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		AMAZON CAPITAL SERVICES INC	SMART LEVEL	309.00
			INSULATED JACKETS-INSPECTO	<u>356.38</u>
			TOTAL:	723.26
Building Maintenance	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	138.75
			BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	138.75
		STAPLES BUSINESS ADVANTAGE	BATHROOM TOWELS	130.16
			PPR TOWELS, PLATES, BTHRM TO	219.49
			FOAM CUPS, TOILET PPR, TOWEL	267.52
		COCHRAN ENGINEERING	BUILDING IMPROV ENG 12/202	442.50
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			FEB WATER COOLER RENTAL	<u>38.00</u>
			TOTAL:	1,411.05
Parks	General Fund	KNAPHEIDE TRUCK INC	SNOW PLOW MOUNT KIT	3,138.12
			PLow HARNESS	170.56
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	25.00
		FOUR SEASONS PLUMBING, LLC	LABOR- PARK WATER SOFTENER	92.00
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.50
			PARKS DEPT UNIFORM RENTAL	3.50
			PARKS DEPT UNIFORM RENTAL	3.50
		REINHOLD ELECTRIC INC	PRTS & LABOR PARK CIRCUIT	2,471.78
		COCHRAN ENGINEERING	PARK IMPROV ENG 12/2023	<u>1,723.75</u>
			TOTAL:	7,631.71
Overhead	General Fund	ARTHUR J GALLAGHER & CO (ILLINOIS)	NOTARY BOND- K. POWERS	<u>50.00</u>
			TOTAL:	50.00
Police	General Fund	MCCLAIN RADAR SERVICE LLC	RADAR & LIDAR CERT LABOR	910.00
		LEON UNIFORM CO INC	UNIFORM PANTS- T. MORLEY	245.47
			OSAGE BEACH EMBLEMS	590.00
		MARELLY LEASING	CPR PADZ	350.88
		PSE INSTALLATION	LABOR REPROGRAM BOX IN PD	60.00
		HEDRICK MOTIV WERKS LLC	MISSOURI VEHICLE INSPECTIO	12.00
		STAPLES BUSINESS ADVANTAGE	CATALOG ENVELOPES	44.61
			PPR CLIPS, BINDERS, PAPER	49.97
			BATTERIES	88.20
			TONER & USB FLASH DRIVES	157.14
			USB FLASH DRIVES	33.32
		AXON ENTERPRISE INC	TASER CARTRIDGES	3,542.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	6,083.59
911 Center	General Fund	STAPLES BUSINESS ADVANTAGE	INK STAMPER	28.46
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 2/1-2/29/	<u>4,065.00</u>
			TOTAL:	4,093.46
Engineering	General Fund	COCHRAN ENGINEERING	GENERAL ENG 12/2023	<u>19,676.25</u>
			TOTAL:	19,676.25
Information Technology	General Fund	NEOGOV	NEOGOV SUB FEES 4/2024-3/2	<u>26,893.17</u>
			TOTAL:	26,893.17
Economic Development	General Fund	LAKE SUN LEADER 81525 & 1586450	RFP- MARKET ANALYSIS	113.40
		HOLIDAYGOO INC	CANDY FILLED EASTER EGGS	<u>4,322.50</u>
			TOTAL:	4,435.90
Transportation	Transportation	PLUMB SUPPLY CO	BATTERIES- VAN	199.00
		O'REILLY AUTOMOTIVE STORES INC	FILTERS- TRK 66	117.54
			FILTERS- EXCAVATORS 40 & 5	528.05
			BACKUP ALARM & BULBS-TRK 6	48.19
			HEAD PLUGS- TRK 63	9.66
		CROWN POWER & EQUIPMENT	FILTERS- BACKHOE	792.48
			FLTRS & FUEL-SKIDSTEERS 75	99.99
			FILTERS,FUEL,OIL-EXCAVATOR	134.68
			WTR IN FUEL SENSOR- BACKHO	139.00
		DULLE OVERHEAD DOORS INC	MAIN OVERHEAD DOOR REPAIR-	92.29
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE- VAN	61.82
			TIRE REP & ENGINE LGHT-TRK	260.53
		KEY EQUIPMENT & SUPPLY CO	DIRT SHOE RUNNER- ST SWEEP	739.90
			RET RING & SCRAPER-ST SWEE	89.21
			ELEMENTS- STREET SWEEPER	353.62
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	3.33
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	138.66
			TRANS DEPT FLOOR MATS	12.25
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	138.66
			TRANS DEPT FLOOR MATS	12.25
		SYDENSTRICKER NOBBE PARTNERS	RADIATOR GENIE- CASE BACKH	37.86
		PARKWAY PLAZA TIRE	TIRES- SMALL LEAF VAC	788.00
			2 FRONT TIRES- TRK 57	547.06
			TRAILER TIRES	201.00
			REAR TIRES- TRK 53	1,096.12
		MILLER AUTO SUPPLY	FUEL FILTER- STREET SWEEPE	62.99
			FILTERS- JOHN DEERE TRACTO	191.98
			FUEL FILTER- KUBOTA TRACTO	64.99
		DELTA GASES INC	GAS FOR WELDER	29.45
		AMAZON CAPITAL SERVICES INC	OFFICE DOOR CLOSER	16.32
			IPHONE SCREEN PROTECTORS	9.21
			REPLACEMENT POLE SAW CHAIN	28.98
			SPOONS,FORKS,LABELS,NOTEPA	70.47
			SPACE HEATERS	29.95
			USB FLASH DRIVE	10.78
			TOILET PAPER & PAPER TOWEL	42.70
		COCHRAN ENGINEERING	STREETS MISC ENG 12/2023	3,160.00
			OB PARKWAY ENG 12/2023	42.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OB RD IMPROV SUP #8 SC23-1	30,689.25
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 12/10-1/10/	487.76
		COUNTY LINE MACHINE	CYLINDER RESEAL- TRK 66	70.00
		WALLIS LUBRICANT LLC	MOTOR OIL- ALL EQUIPMENT	<u>955.00</u>
			TOTAL:	42,610.14
Water	Water Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- Z. WILBER	29.69
		SCHULTE SUPPLY INC	5 1.5" METERS	4,965.00
			TRICON E CODER	1,029.00
		DULLE OVERHEAD DOORS INC	MAIN OVERHEAD DOOR REPAIR-	92.29
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE & SENSORS- TRK	368.73
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- Z. WILBER	44.50
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
		COMPUTER SUPPLIES & SERVICES	UTILITY BILLS	977.80
		AMAZON CAPITAL SERVICES INC	OFFICE DOOR CLOSER	16.31
			IPHONE SCREEN PROTECTORS	9.21
			SPOONS,FORKS,LABELS,NOTEPA	70.47
			SPACE HEATERS	29.95
			USB FLASH DRIVE	10.78
			TOILET PAPER & PAPER TOWEL	<u>42.70</u>
			TOTAL:	8,026.39
Sewer	Sewer Fund	MUNICIPAL EQUIPMENT CO	PILOT LIGHT BULBS	86.19
			GUIDE RAIL ASSEMBLY- SANDS	3,463.50
			4" CHECK VALVE- BELL PLAZA	2,402.22
			HYDRAULIC KITS	1,385.64
			WET WELL RISER	600.98
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL- PUMP TRUCK	24.99
			LOCK TIGHT	14.99
			TUBING BENDER- SANDS	14.99
		CONSOLIDATED ELECTRICAL DISTR, INC	ELECTRICAL CONNECTORS	125.04
			ELECTRICAL PARTS- VAPEX UN	107.45
			ELECTRICAL PARTS- VAPEX UN	27.07
			ELECTRICAL PARTS- VAPEX UN	14.31
		BOWLING ELECTRIC MACHINE	FUSES- STOCK	996.00
		BUTLER SUPPLY CO	PVC PARTS- VAPEX	566.71
			WIRE- VAPEX	468.20
		DULLE OVERHEAD DOORS INC	MAIN OVERHEAD DOOR REPAIR-	92.29
		CORE & MAIN LP	1/4 CHAIN- STOCK	2,286.00
			CHAIN- STOCK	2,286.00
			PARTS- TAN TAR A LINE BREA	182.94
		ULINE	PALLET JACK	756.80
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- C. DUNCAN	44.50
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	165.00
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	165.20
			SEWER DEPT FLOOR MATS	12.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMPUTER SUPPLIES & SERVICES	UTILITY BILLS	977.80
		MIDWAY RENTAL & SALES	10" CORE BIT RENTAL- VAPEX	100.00
		MCINTIRE MANAGEMENT GROUP	ODOR NEUTRALIZER	3,460.00
		AMAZON CAPITAL SERVICES INC	HEADLAMP FLASHLIGHTS	49.98
			OFFICE DOOR CLOSER	16.32
			IPHONE SCREEN PROTECTORS	9.21
			SPOONS,FORKS,LABELS,NOTEPA	70.48
			SPACE HEATERS	29.95
			USB FLASH DRIVE	10.79
			TOILET PAPER & PAPER TOWEL	42.71
		COCHRAN ENGINEERING	PROFESSIONAL SVCS ENG 12/2	4,491.25
			LIFT STN IMPROV ENG 12/202	2,732.50
		REEVES-WIEDEMAN COMPANY	PVC ADAPTERS- STOCK	290.20
			CHECK VALVES & NIPPLES- ST	1,499.75
			PVC PARTS & BLUE CEMENT- V	776.55
			PVC PRTS-STN 54-7 WELL LN	169.19
			PVC PIPE- VAPEX	39.00
		NICK'S TRUE VALUE HARDWARE	PARTS FOR VAPEX UNIT	27.85
			DRILL BITS- SANDS	21.58
		VAPEX ENVIRONMENTAL TECHNOLOGIES LLC	VAPEX ODOR CONTROL UNIT-SA	160,000.00
			TOTAL:	191,120.31
Ambulance	Ambulance Fund	O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE- M10	19.99
		DOUGLAS G WILSON DO PC	JAN MEDICAL DIRECTOR SVC	1,000.00
		QUADMED INC	MEDICAL SUPPLIES	1,111.51
		GLOBAL MEDICAL RESPONSE	GMR AIR COURSES- F. HANDY	30.00
			GMR AIR COURSES- R. PHILLI	30.00
			GMR AIR COURSES- T. RUDAT	30.00
			GMR AIR COURSES- T. RUDAT	30.00
			GMR AIR COURSES- F. HANDY	30.00
			GMR AIR COURSES- R. PHILLI	30.00
			TOTAL:	2,311.50
Lee C. Fine Airport	Lee C. Fine Airpor	CINTAS CORPORATION	LCF UNIFORM RENTAL	9.79
			LCF UNIFORM RENTAL	9.79
			LCF UNIFORM RENTAL	9.79
		S & W PROPANE INC	600 GAL PROPANE	1,363.86
			TAX CREDIT FOR PROPANE	73.86
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 2/1-4/31/24	2,935.50
			TOTAL:	4,254.87
Grand Glaize Airport	Grand Glaize Airpo	CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	GAS LINE ANTIFREEZE	11.56
		AMAZON CAPITAL SERVICES INC	WIX AIR FILTER	94.82
			TOTAL:	118.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

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

10	General Fund	72,209.97
20	Transportation	42,610.14
30	Water Fund	8,026.39
35	Sewer Fund	191,120.31
40	Ambulance Fund	2,311.50
45	Lee C. Fine Airport Fund	4,254.87
47	Grand Glaize Airport Fund	118.29

GRAND TOTAL: 320,651.47

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-05 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 390: Section 390.010 Definitions; Section 390.030 Prohibited Operation of a Golf Cart; Section 390.040 Requirements for Operating a Recreational Off-Highway Vehicle or Utility Vehicle on City Streets, Roads or Alleyways within City; Section 390.070 Prohibited Operation in a Recreational Off-Highway Vehicle or Utility Vehicle of the City Code for various purposes as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #24-05

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The proposed changes included in this ordinance are those topics discussed during the discussion item at the January 3, 2024, Board of Alderman Meeting. The main change to this ordinance would allow Recreational Off-Highway and Utility Vehicles to be allowed to operate on roadways within Osage Beach with a posted speed limit of 45 mph or less. Golf Carts would still be limited to roadways with a speed limit of 30 mph or less. Golf Carts, Recreational Off-Highway and Utility vehicles will all be prohibited from Highway 54. Seatbelts will be required for Recreational Off-Highway and Utility Vehicles.

City Attorney Comments:

Per City Code 110.230, Bill 24-05 is in correct form.

City Administrator Comments:

Following discussion at the January 3, 2024 Board of Aldermen meeting, ordinance modifications were drafted by the Police Chief. The first reading was read and approved on February 1, 2024. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 390: SECTION 390.010 DEFINITIONS; SECTION 390.030 PROHIBITED OPERATION OF A GOLF CART; SECTION 390.040 REQUIREMENTS FOR OPERATING A RECREATIONAL OFF-HIGHWAY VEHICLE OR UTILITY VEHICLE ON CITY STREETS, ROADS OR ALLEYWAYS WITHIN THE CITY; SECTION 390.070 PROHIBITED OPERATION IN A RECTIONAL OFF-HIGHWAY VEHICLE OR UTILITY VEHICLE OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 390.010 **Definitions.**

As used in this Chapter, the following terms shall have the meanings indicated:

GOLF CART

1. A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour. (304.034, RSMo.)
2. Golf carts operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. A parking brake.
 - f. A horn or alert sound mechanism.
 - g. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be day glow in color.

RECREATIONAL OFF-HIGHWAY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from the outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3500) pounds or less, traveling on four or more non-highway tires and which may have access to ATV trails.

2. Recreation Off-Highway Vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. Seat belts for all occupants.
 - f. A parking brake.
 - g. A horn or alert sound mechanism.
 - h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

UTILITY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than ~~sixty-seven (67)~~ **eighty (80)** inches in width, **measured from outside of tire rim to outside of tire rim**, with an unladen dry weight of ~~two thousand (2,000)~~ **three thousand five hundred (3500)** pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.
2. Utility vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. Seatbelts for all occupants.**
 - f. A parking brake.
 - g. A horn or alert sound mechanism.
 - h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

Section 390.030 **Prohibited Operation Of A Golf Cart.**

- A. No individual operating a golf cart shall:
 - 1. Operate any golf cart on any roadway with a speed limit posted above thirty (30) miles per hour.
 - 2. Operate the golf cart in a careless or imprudent manner so as to endanger any person or property of any person.
 - 3. Operate the golf cart while under the influence of alcohol or a controlled substance.
 - 4. Operate the golf cart on any Federal, State or county highways, except to cross.
 - 5. No golf cart shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. Golf carts are prohibited on the following City streets:
 - 1. Nichols Road between Osage Beach Parkway and Dude Ranch Road.
 - 2. Passover Road between Osage Beach Parkway and Parkwood Circle.
 - 3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 390.040 **Requirements For Operating A Recreational Off-Highway Vehicle or Utility Vehicle On City Streets, Roads Or Alleyways Within The City.**

- A. No person shall operate a recreational off-highway vehicle or utility vehicle upon any City street unless all the following criteria are met:
 - 1. The recreational off-highway vehicle or utility vehicle shall be properly equipped pursuant to City Ordinance Section **390.010**.
 - 2. Any individual operating a recreational off-highway vehicle or utility vehicle shall have a valid operator's or chauffeur's license.
 - 3. The recreational off-highway vehicle or utility vehicle shall be operated at a speed of equal to or less than the posted speed limit.
 - 4. The operator of the recreational off-highway vehicle or utility vehicle shall use hand signals when executing turns/stops, unless the utility vehicle is equipped with turn signals and stop lamps.
 - 5. Every operator of the recreational off-highway vehicle or utility vehicle shall maintain financial responsibility on such recreational off-highway vehicle or utility vehicle as required by Chapter 303, RSMo., if the recreational off-highway vehicle or utility vehicle is operated on City streets.
- B. No person shall operate a recreational off-highway vehicle or utility vehicle on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a recreational off-highway vehicle or utility vehicle on City streets

between sunset and sunrise unless the utility vehicle is equipped with headlamps and taillamps.

Section 390.070 Prohibited Operation In A Recreational Off-Highway Vehicle or Utility Vehicle.

A. No individual operating a utility vehicle shall:

1. Operate any utility vehicle on any roadway with a speed limit posted above ~~thirty (30)~~ **forty-five (45)** miles per hour.
2. Operate the **recreational off-highway vehicle or** utility vehicle in a careless or imprudent manner so as to endanger any person or property of any person.
3. Operate the **recreational off-highway vehicle or** utility vehicle while under the influence of alcohol or a controlled substance.
4. Operate the **recreational off-highway vehicle or** utility vehicle on any Federal, State or county highways, except to cross.
5. No **recreational off-highway vehicle or** utility vehicle shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.

B. **Recreational Off-Highway Vehicles and** Utility vehicles are prohibited on the following **State Highways or** City streets:

1. **U.S. Highway 54** ~~Nichols Road between Osage Beach Parkway and Dude Ranch Road.~~
2. ~~Passover Road between Osage Beach Parkway and Parkwood Circle.~~
3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 2. Severability

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

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

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

as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

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

READ FIRST TIME: February 1, 2024

READ SECOND TIME:

I hereby certify that Ordinance No.24.05 was duly passed on, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.05.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Chapter 390

Golf Carts, Recreational Off-Highway Vehicles and Utility Vehicles

Section 390.010 **Definitions.**
[Ord. No. 20.42, 8-20-2020]

As used in this Chapter, the following terms shall have the meanings indicated:

GOLF CART

1. A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour. (304.034, RSMo.)
2. Golf carts operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. A parking brake.
 - f. A horn or alert sound mechanism.
 - g. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be day glow in color.

RECREATIONAL OFF-HIGHWAY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from the outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3500) pounds or less, traveling on four or more non-highway tires and which may have access to ATV trails.
2. Recreation Off-Highway Vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.

- d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
- e. Seat belts for all occupants.
- f. A parking brake.
- g. A horn or alert sound mechanism.
- h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

UTILITY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than ~~sixty-seven (67)~~ **eighty (80)** inches in width, **measured from outside of tire rim to outside of tire rim**, with an unladen dry weight of ~~two thousand (2,000)~~ **three thousand five hundred (3500)** pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.
2. Utility vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. **Seatbelts for all occupants.**
 - f. A parking brake.
 - g. A horn or alert sound mechanism.
 - h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

Section 390.020 Requirements For Operating Golf Carts On City Streets, Roads Or Alleyways Within The City. [Ord. No. 20.42, 8-20-2020]

- A. No person shall operate a golf cart upon any City street unless all the following criteria are met:
 1. The golf cart shall be properly equipped pursuant to City ordinance, Section **390.010**.
 2. Any individual operating a golf cart shall have a valid operator's or chauffeur's license.
 3. The golf cart shall be operated at a speed of no more than twenty (20) miles per hour.
 4. The operator of the golf cart shall use hand signals when executing turns/stops, unless the golf

cart is equipped with turn signals and stop lamps.

5. Every operator of a golf cart shall maintain financial responsibility on such golf cart as required by Chapter 303, RSMo., if the golf cart is operated on City Streets.
- B. No person shall operate a golf cart on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a golf cart on City streets between sunset and sunrise unless the golf cart is equipped with headlamps and taillamps.

Section 390.030 Prohibited Operation Of A Golf Cart.
[Ord. No. 20.42, 8-20-2020]

- A. No individual operating a golf cart shall:
 1. Operate any golf cart on any roadway with a speed limit posted above thirty (30) miles per hour.
 2. Operate the golf cart in a careless or imprudent manner so as to endanger any person or property of any person.
 3. Operate the golf cart while under the influence of alcohol or a controlled substance.
 4. Operate the golf cart on any Federal, State or county highways, except to cross.
 5. No golf cart shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. Golf carts are prohibited on the following City streets:
 1. Nichols Road between Osage Beach Parkway and Dude Ranch Road.
 2. Passover Road between Osage Beach Parkway and Parkwood Circle.
 3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 390.040 Requirements For Operating A **Recreational Off-Highway Vehicle or Utility Vehicle On City Streets, Roads Or Alleyways Within The City.**
[Ord. No. 20.42, 8-20-2020]

- A. No person shall operate a **recreational off-highway vehicle or** utility vehicle upon any City street unless all the following criteria are met:
 1. The **recreational off-highway vehicle or** utility vehicle shall be properly equipped pursuant to City Ordinance Section **390.010**.
 2. Any individual operating a **recreational off-highway vehicle or** utility vehicle shall have a valid operator's or chauffeur's license.
 3. The **recreational off-highway vehicle or** utility vehicle shall be operated at a speed of equal to or less than the posted speed limit.
 4. The operator of the **recreational off-highway vehicle or** utility vehicle shall use hand signals when executing turns/stops, unless the utility vehicle is equipped with turn signals and stop lamps.

5. Every operator of the **recreational off-highway vehicle or** utility vehicle shall maintain financial responsibility on such **recreational off-highway vehicle or** utility vehicle as required by Chapter 303, RSMo., if the **recreational off-highway vehicle or** utility vehicle is operated on City streets.
- B. No person shall operate a **recreational off-highway vehicle or** utility vehicle on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a **recreational off-highway vehicle or** utility vehicle on City streets between sunset and sunrise unless the utility vehicle is equipped with headlamps and taillamps.

Section 390.050 through Section 390.060. (Reserved)

Section 390.070 Prohibited Operation In A **Recreational Off-Highway Vehicle or Utility Vehicle.
[Ord. No. 20.42, 8-20-2020]**

- A. No individual operating a utility vehicle shall:
 1. Operate any utility vehicle on any roadway with a speed limit posted above ~~thirty (30)~~ **forty-five (45)** miles per hour.
 2. Operate the **recreational off-highway vehicle or** utility vehicle in a careless or imprudent manner so as to endanger any person or property of any person.
 3. Operate the **recreational off-highway vehicle or** utility vehicle while under the influence of alcohol or a controlled substance.
 4. Operate the **recreational off-highway vehicle or** utility vehicle on any Federal, State or county highways, except to cross.
 5. No **recreational off-highway vehicle or** utility vehicle shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. **Recreational Off-Highway Vehicles and** Utility vehicles are prohibited on the following **State Highways or** City streets:
 1. **U.S. Highway 54** ~~Nichols Road between Osage Beach Parkway and Dude Ranch Road.~~
 2. ~~Passover Road between Osage Beach Parkway and Parkwood Circle.~~
 3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 390.080 (Reserved)

**Section 390.090 Violations And Penalties.
[Ord. No. 20.42, 8-20-2020]**

Any person who violates any provisions of this Chapter shall be punishable under Section **100.190** of the Municipal Code of the City of Osage Beach, Missouri.

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-06 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement with Omnigo Software, LLC for RMS and CAD software for the Police Department over a five-year period beginning in 2024 for an amount of not to exceed \$402,077.24. *Second Reading*

Requested Action:

Second Reading of Bill #24-06

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - The current proposal has a "valid through" date of February 29, 2024.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-15-733610 Maintenance/Support Services

FY2024 Budgeted Amount: \$174,079.00

FY2024 Expenditures to Date (01/16/2024): (\$ 0)

FY2024 Available: \$174,079.00

FY2024 Requested Amount: \$71,326.98

Department Comments and Recommendation:

This is a five (5) year agreement with Omnigo Software, LLC for RMS (Record Management System) and CAD (Computer Aided Dispatching) services for the Police Department. Omnigo is the Police Department's current provider for these services, and we currently pay on a year-to-year basis. With paying on a year-to-year basis we see an annual cost increase of 10%. If we enter into this agreement with Omnigo, we will see an immediate savings of \$6056.52 from what we paid in 2023. In years 2 - 5 we

will see an approximate 6% increase annually vs. the 10% annually that we have seen over the past several years.

The annual costs are as follows:

2024 - \$71,326.98
2025 - \$75,606.79
2026 - \$80,143.19
2027 - \$84,951.52
2028 - \$90,048.76
Total - \$402,077.24

The City Attorney has reviewed the Omnigo Master Subscription Agreement and he approves.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-06 is in correct form.

City Administrator Comments:

The first reading was read and approved on February 1, 2024. I concur with the department's recommendation.

BILL NO. 24-06

ORDINANCE NO. 24.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OMNIGO SOFTWARE, LLC FOR RMS AND CAD SOFTWARE FOR THE POLICE DEPARTMENT OVER A FIVE-YEAR PERIOD BEGINNING IN 2024 FOR AN AMOUNT NOT TO EXCEED \$402,077.24

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Software Contract with Omnigo Software, LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Four Hundred and Two Thousand, Seventy Dollars and Twenty-Four Cents. (\$402,077.24)

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

READ FIRST TIME: February 1, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.06 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.06

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



Omnigo Master Subscription Agreement



Omnigo's public safety, incident reporting, and security management software enables people across many industries and professions to make their worlds more secure.

The following Master Subscription Agreement is the basis for our relationship with our customers. We aim for excellence in all we do, transparency in our operation, and fairness in all our relationships.

1. Definitions

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below:

- a. **“Software”** means the software products and associated documentation licensed to Customer as set forth in the Order Form.
- b. **“User”** means Customer’s employees who have been granted access (at one or more computer terminals) to the Software, as well third-party consultants who use the Software on Customer’s behalf and have executed confidentiality agreements with Customer or are otherwise subject to confidentiality obligations that are at least as protective of Omnigo’s Confidential Information as the provisions of this Agreement, and have agreed to abide by all the terms and conditions of this Agreement and the Order Form. Customer agrees that it is responsible to Omnigo for all use of the Software by Users.
- c. **“Customer Data”** means all data that is supplied by or on behalf of Customer to Omnigo in connection with, or for the use of, the Software.
- d. **“Maintenance Release”** means any update, upgrade, release, or other adaptation or modification of the Software, including any associated documentation, that Omnigo may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version. Maintenance Releases may also modify or delete in their entirety certain features and functionality.
- e. **“New Version”** means any new version of the Software that Omnigo may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Omnigo’s designation of a new version number), and which Omnigo may make available to Customer at an additional cost under a separate written agreement or an amendment to this Agreement.
- f. **“Order Form”** means a document referencing this Agreement that describes the specific Software and/or Solutions to be provided to Customer by Omnigo, applicable pricing, and other transaction-specific provisions that have been agreed upon by Omnigo and Customer.
- g. **“Initial Term”** means the term of the Solutions and/or Software licenses granted under this Agreement beginning on the Effective Date and ending as outlined in the Order Form.
- h. **“Renewal Term”** means the twelve (12) month period commencing on the expiry of the Initial Term and each successive twelve (12) month period thereafter (or such other period as is set out in an Order Form).
- i. **“Solutions”** collectively means the Support Services, Managed Services, Hardware, Custom Developed Services, and other solutions provided by Omnigo that are more

specifically outlined in an Order Form and are subject to the terms of this Agreement and the applicable Addendum.

j. **"Term"** means the Initial Term together with the Renewal Terms, if any.

2. Addenda

In addition to the terms set forth in this Agreement, the terms and conditions outlined in the Addenda selected below shall also apply to the Software and/or Solutions referenced in the applicable Order Form. Select the addenda to be included in this Agreement (those selected, individually, each an **"Addendum,"** and collectively, **"Addenda"**) from the following list:

- A. Support Services
- B. Managed Services
- C. Hardware
- D. Customer Developed Services

3. Software License Grant

Subject to and conditioned on Customer's compliance with all of the terms and conditions of this Agreement, including all applicable Addenda, Omnigo grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for Customer's internal business purposes. Omnigo reserves all rights not expressly granted to Customer in this Agreement. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Omnigo. Except for the limited rights and licenses expressly granted under this Agreement, Customer acknowledges and agrees that nothing in this Agreement or the Order Form grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software. All rights not expressly granted herein shall be reserved to Omnigo.

4. Code of Conduct & Restrictions on Use

Customer shall not at any time, directly or indirectly, (a) use the Software (or allow others to do so) for any purpose beyond the scope of the license granted in this Agreement, or (b) use the Solutions in violation of the terms set forth in this Agreement. In particular, without limiting the foregoing, Customer shall not at any time:

- a. Copy, modify, or create derivative works of the Software or any Solutions, in whole or in part;
- b. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any Solutions;

- c. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- d. Engage in any unlawful or illegal use of the Software or any Solutions;
- e. Use the Software or any Solutions to engage in any unlawful or illegal activity;
- f. Engage in any activity that exploits, harms, or threatens minors;
- g. Use or publicly display the Software or any Solutions to share inappropriate content or material (e.g., pornography, graphic violence, etc.);
- h. Remove or alter any copyright notices or other proprietary legends or notices from the Software or associated documentation, or any Solutions;
- i. Circumvent any restrictions on access to or availability of the Software or any Solutions;
- j. Engage in activity that is harmful to Omnigo, the Software, any Solutions, or others (e.g., transmitting viruses, stalking, etc.);
- k. Use the Software or any Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person;
- l. Use the Software or any Solutions to collect, process, or provide to Omnigo any data that Customer does not have the rights to collect, process, or provide; or
- m. Assist others, directly or indirectly, in any of the foregoing activities.

5. Customer Obligations and Warranties

Customer acknowledges and agrees to each of the following:

- a. All pricing schedules and pricing terms shall be outlined in the Order Form.
 - (i) Customer may only decrease the number of Users or other Solutions outlined in the Order Form at the beginning of the next Term, provided notification is received by Omnigo at least sixty (60) days prior to the expiration of the then-current Term. If notification is not timely received by Omnigo, automatic renewal will occur based on the same number of Users. Customer acknowledges and agrees that any decrease in the number of Users or other factors on which the fees for the Software and Solutions are based will result in a reduction or elimination of any volume discounts or incentive pricing Customer received prior to such decrease.
 - (ii) Customer may increase the number of Users, Solutions, or add additional Solutions at any time during the Term. Unless otherwise requested and agreed, pricing for additional recurring Solutions shall be prorated to co-term with existing recurring Solutions so that the Software may be consolidated for future term billings.
- b. Customer Hardware. Customer understands: (i) the hardware requirements it must provide for the use of the Software and Solutions; (ii) the Software may not work properly if the minimum hardware specifications are not met; and (iii) hardware specifications may change because of regulatory and/or industry required software changes. Customer shall at all times during the Term set up, maintain, and operate in

good repair and in accordance with the hardware specifications all Customer hardware on or through which the Omnigo Software and Solutions are accessed or used; and provide Omnigo personnel with such access to Customer's premises and Customer hardware as is necessary for Omnigo to exercise its rights and perform its obligations under and in connection with this Agreement.

- c. **Use of Software.** Customer warrants that it will use the Software only to process Customer's own work and data and shall not process the work of any other entity or person without first obtaining the necessary additional licenses or written consent from Omnigo.
- d. **Speed of Software.** Customer warrants that it will take all reasonable steps to prevent any material degradation of the processing speed available to Users during business hours. Customer understands and accepts that network service, including wired, wireless, cellular, and satellite communication services, is provided by a third-party carrier (or carriers). Omnigo accepts no responsibility or liability for performance issues due to network-related disruption or malfunction.
- e. **Customer Security.** Customer is solely responsible for the security and compliance of the Software as installed or used on Customer or User devices. Customer warrants that it will provide and maintain security practices and software required to maintain reasonable security and compliance of Customer devices that hold or access Customer Data or on which the Software is installed or used, including, without limitation, risk assessment, security practices and policies, device encryption, malware protection, system updates, and any other applicable security measure required by law or regulation, industry standards that are commercially reasonable in the information technology industry, or common best practice.
- f. **Customer Data Integrity.** Customer shall ensure that Customer's use of all Customer Data is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal Data. Customer is solely responsible for the validity, integrity, accuracy, and completeness of all Customer Data entered into or processed by the Software, or provided by Customer to Omnigo, and Customer agrees that Omnigo may refuse to process any Customer Data that, in Omnigo's sole discretion: (i) is not of a quality or condition suitable for processing; (ii) does not comply with Omnigo's applicable standards and procedures; or (iii) is otherwise not in proper machine-readable form. Omnigo shall not be deemed responsible for any transactions or data processing that fails, or legal or regulatory compliance failures, due to the validity, integrity, accuracy, and completeness of the data.
- g. **Customer Data Consents and Notices.** Customer warrants that it has sufficient rights in the Customer Data to authorize Omnigo to host, copy, process, and transmit the Customer Data to provide, maintain, and improve the Software and Solutions during the

Term (as further set forth in Section 11), and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. Customer acknowledges that (i) it is Customer's sole responsibility to provide all notices and obtain all necessary licenses, consents, and permissions for all data provided by or on behalf of Customer and/or any User to Omnigo for the Omnigo Solutions and/or Software (including all Customer Data); and (ii) it is Customer's sole responsibility to use the Omnigo Solutions and Software in compliance with applicable laws and regulations.

- h. Authority to Sign. Customer warrants that the person signing this Agreement has the requisite authority to act on behalf of Customer, including the specific authority to bind Customer to this Agreement and all its terms and conditions.
- i. Non-Solicitation of Omnigo's Employees and Contractors. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months after termination of this Agreement, it will not recruit or solicit, without Omnigo's prior written consent, any person then employed or engaged by Omnigo if such person became known to Customer through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which Customer seeks to find candidates for open positions (absent direct solicitation and/or recruitment).

6. Maintenance Release and New Versions

- a. During the Term, Omnigo will provide Customer with all Maintenance Releases (including updated associated documentation) that Omnigo may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Omnigo to Customer are deemed Software and are subject to the terms of this Agreement. Customer agrees that Omnigo does not promise there will be a certain number of Maintenance Releases (or any Maintenance Releases) during a particular year and Omnigo has no obligation to continue to provide or enable any particular features or functionality. Customer will be notified via email or within the Software when Maintenance Releases are available and before any of the aforementioned changes to terms of service or updates to other Omnigo-supplied software and/or hardware take effect. Customer agrees to install Maintenance Releases promptly after receipt from Omnigo.
- b. Customer does not have any right under this Agreement to receive any New Versions of the Software that Omnigo may, in its sole discretion, release from time to time. Provided that Customer is in compliance with the terms and conditions of this Agreement, Customer may license any New Version at Omnigo's then-current list price and subject to a separate Order Form. Omnigo may, in its sole discretion, from time to time, change the terms of service or update other Omnigo-supplied software and/or hardware.

7. Invoicing and Payment

- a. Initial Payment and Invoicing. The First Invoice Total (as set forth in the applicable Order Form) is due within thirty (30) days from the invoice date or the Effective Date, whichever is earlier.
- b. Annual Fees. Unless otherwise set forth in the applicable Order Form, Omnigo invoices annually for all Software and Solutions. Annual Fees will be billed up to sixty (60) days prior to the anniversary of the Effective Date each year. All fees are due within thirty (30) days from the invoice date. Customer shall make all payments in US dollars.
- c. Fee Increases. Following the Initial Term, Omnigo may increase fees by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective. In addition, Omnigo may increase fees at any time during the Term on an as-needed basis, if Omnigo incurs unforeseen cost increases greater than five percent (5%) to provide the Software or Solutions, by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective.
- d. Delinquent Account. Customer hereby agrees that Omnigo has the right to suspend the Solutions, including the Software, without prior notice to Customer if Customer fails to pay an invoice when due. During the term of any such suspension, all amounts due under this Agreement shall continue to accrue and be due and payable according to this Agreement. Invoices not paid within sixty (60) calendar days of the date of the invoice shall entitle Omnigo to accelerate payment of all future sums due under the Agreement and such fees shall be immediately due and payable; if Customer's outstanding invoices are not paid in full within ten (10) calendar days thereafter, Omnigo may immediately terminate this Agreement, without incurring any obligation or liability to Customer or any other person by reason of such termination. Customer agrees that it shall be liable to Omnigo for all costs of collection of any delinquency, including collection agency fees, reasonable attorneys' fees, and court costs.
- e. Taxes. Omnigo's prices are quoted exclusive of all sales, use, or other taxes or similar assessments. Customer is responsible for all taxes, fees, duties, licenses, tariffs, and levies imposed upon the Software or Solutions by any federal, provincial, state, or local government or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Omnigo's income. Tribal customers may be exempt from taxes as per their agreements with the relevant government authorities. Customers are responsible for providing tax exempt documentation to Omnigo.

8. Audits

- a. Audit Procedure. Omnigo or its designee (including its accountants and auditors) may, in Omnigo's sole discretion, inspect and audit Customer's use of the Software and the

Solutions under this Agreement at any time during the Term and for two (2) years following the termination or earlier expiration of this Agreement to verify Customer's compliance with this Agreement and the Order Form. Customer shall make available all such books, records, hardware, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Omnigo with respect to such audit.

- b. Cost and Results of Audit. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement or the applicable Order Form, Customer shall pay to Omnigo all amounts due for such excess use of the Software and/or Solutions, plus interest on such amounts, at a rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. If the audit determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Omnigo all costs incurred by Omnigo in conducting the audit and promptly correct any non-compliance. Customer shall make all payments required under this Section 8(b) within fourteen (14) days of the date of written notification of the audit results.

9. Confidential Information

- a. During the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that would be reasonably understood to be confidential, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. Except as otherwise expressly permitted in writing by an authorized representative of the disclosing party, the receiving party agrees that it shall not use the Confidential Information of the disclosing party for any purpose other than the purpose for which the disclosing party disclosed the Confidential Information, or disclose or reveal the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, directors, officers, agents and consultants who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, and are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise

necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. If a protective order or other remedy is not obtained as outlined in (i) above, or if the disclosing party waives in writing compliance with the terms hereof, then the receiving party shall furnish only that portion of the Confidential Information which the receiving party is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such Confidential Information. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and shall apply during the term of this Agreement and for a period of one (1) year thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the expiration or termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- b. Without limiting the foregoing, Customer acknowledges and agrees that the Software and associated documentation contain copyrighted and/or proprietary information of Omnigo and constitute valuable assets and trade secrets of Omnigo. Accordingly, Customer agrees to use the Software only in accordance with the terms and conditions of this Agreement. Customer must implement commercially reasonable procedures to ensure continued confidentiality, security, and protection of the Software and the associated documentation as required hereunder and to prevent unauthorized access thereto or use thereof by any of Customer's employees or any other entity. The provisions of this paragraph shall survive in perpetuity, notwithstanding any expiration or termination of the license granted hereunder or of this Agreement in whole or in part.

10. Intellectual Property Ownership

Customer acknowledges that, as between Customer and Omnigo, Omnigo owns, and shall at all times retain sole title to and ownership of, all right, title, and interest, including all intellectual property rights in and to, the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software except that any portion of the Software that is licensed from a third party shall remain owned by the applicable third party. Customer agrees to respect all applicable intellectual property rights, including patents, trademarks, copyrights, trade secrets, and licenses, pertaining to the Software, hardware, and services provided under this Agreement.

CUSTOMER SHALL INDEMNIFY OMNIGO, ITS AFFILIATES, DIRECTORS, OFFICERS,

AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS PERTAINING TO CUSTOMER'S USE OF THE SOFTWARE AND SOLUTIONS PROVIDED UNDER THIS AGREEMENT.

11. Customer Data

- a. The Omnigo Solutions and Software allow Customer to store or share Customer Data. Omnigo does not claim ownership of Customer Data. Customer Data remains owned by Customer, and Customer is responsible for all Customer Data. The Omnigo Solutions and Software do not replace the need for Customer to maintain business continuity and disaster recovery procedures or redundant data archives. OMNIGO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA. Customer hereby grants to Omnigo a limited and non-exclusive license to host, copy, process, and transmit Customer Data to provide, maintain, and improve the Software and Solutions during the Term. Notwithstanding the foregoing, Omnigo reserves the right to monitor usage and metrics and collect usage data (i.e., metadata) in any manner set forth in Section 12 below. To the extent necessary or desirable to provide services to Customer and others, to protect Customer and the Solutions, and to improve Solutions, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Omnigo to enforce this Agreement and exercise Omnigo's rights and perform Omnigo's obligations hereunder. If Customer uses the Software and does not use Omnigo's Managed Services as set forth in Addendum B, then Customer is also solely responsible for regular data backups.
- b. Upon Customer's written request, Omnigo will return to Customer or destroy all Customer Data within a reasonable period of time, provided that Omnigo shall have the right to charge Customer with the cost of returning to Customer or destroying such Customer Data, including, but not limited to, the time incurred by Omnigo at its then-current time and materials rates and reasonable copying, courier, and other delivery expenses. Omnigo may retain Customer Data after the Term if such Customer Data needs to be retained for the purpose of actual or potential litigation or other record-keeping purposes, or is on back-up, archival storage tapes, or the like and is therefore not practical to return or destroy, provided that Omnigo will maintain Customer Data according to this Agreement. Omnigo will have no duty to maintain Customer Data and may destroy Customer Data within thirty (30) days after expiration or termination of this Agreement, unless Customer agrees to pay an annual maintenance fee for Omnigo's

ongoing storage of Customer Data, as set forth in the Support Services Addendum. Customer agrees that Omnigo will not be liable to Customer or any third party for any Customer Data deleted under this Section 11(b).

12. Aggregated and Benchmarking Data

Nothing in this Agreement shall limit Omnigo's ability to collect, use, and disclose Aggregated Data (defined below) for the purpose of monitoring the performance, operation, or security of the Software or monitoring, enhancing, and creating new services. Customer agrees that Omnigo may collect, use, and disclose data concerning and derived from Customer's use of the Software and Solutions, including Customer Data, for industry analysis, benchmarking, analytics, marketing, and other business purposes during and after the Term, provided that any such data collected, used, and disclosed for such purposes will be in aggregate form only and will not identify Customer, its Users, or any third parties utilizing the Software Solutions as the source of the data ("**Aggregated Data**") and Omnigo complies with all applicable laws in collecting, using, and disclosing such Aggregated Data. Aggregated Data shall not be considered Customer Data or Confidential Information of Customer. Moreover, Customer agrees to allow Omnigo to use Aggregated Data to compile benchmarking and usage data for research and development, including, but not limited to, operational, financial, and statistical data of Customer in order to provide comparative benchmarking services, decision support services, and predictive management services to Omnigo's customers and prospective customers, and for use in Omnigo's research and development of the Software. Customer grants Omnigo the right to collect and use such Aggregated Data for all such purposes..

13. Third-Party Apps, Services, or Integrations

Customer acknowledges and agrees that the Solutions may operate with or using applications or services operated or provided by third parties ("Third Party Services"). Omnigo is not responsible for the operation of such Third Party Services nor the availability or operation of the Solution to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Omnigo does not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between Customer and Third Party Services is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

14. Limited Warranty

- a. Omnigo warrants for a period of ninety (90) days after Customer initially receives the Software (the "Warranty Period") that the Software will perform under normal use substantially as described in the associated documentation. Customer's exclusive remedy and Omnigo's sole liability for Software that does not meet the warranty set forth in this Section 14 shall be at Omnigo's sole option and expense to repair or replace the non-conforming Software, provided, however that Customer promptly notifies Omnigo of the deficiency in writing within the applicable Warranty Period when the problem first occurs, and the Software has been demonstrated to be defective. Omnigo does not guarantee that all errors will be corrected.
- b. The warranties set forth in Section 14(a) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer, any User, or any other person granted access to the Software by Customer, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the associated documentation or expressly authorized by Omnigo in writing; (ii) modifies or damages the Software; (iii) misuses the Software, including any use of the Software other than as specified in the associated documentation or expressly authorized by Omnigo in writing; or (iv) uses of any version of the Software other than the most current version or fails to promptly install any Maintenance Release or replacement of the Software made available to Customer by Omnigo.
- c. OMNIGO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS ARE PROVIDED TO CUSTOMER "AS IS" AND OMNIGO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OMNIGO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), OMNIGO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS, OR ANY HARDWARE OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER

SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE

15. Indemnification by Customer

Customer shall indemnify, hold harmless, and, at Omnigo's option, defend Omnigo, its affiliates, agents, directors, officers, and employees from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based upon or arising out of Customer's, or any User's: (a) gross negligence, fraud, or willful misconduct; (b) use of the Software or associated documentation in a manner not authorized or contemplated by this Agreement; or (c) breach of any of the representations and warranties made by Customer in Section 5, provided that Customer may not enter into any settlement binding upon Omnigo without Omnigo's consent, which shall not be unreasonably withheld. Omnigo shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

16. Indemnification by Omnigo

Omnigo will defend and indemnify, at its expense, any claim made against Customer by a third party based on an allegation that the Software infringes or misappropriates any United States patent, copyright, or trademark ("IP Claim"); provided, that Customer (a) has not materially breached the terms of this Agreement, (b) notifies Omnigo in writing promptly after Customer first learns of the IP Claim; and (c) reasonably cooperates in the defense of the IP Claim. Omnigo shall have sole control over such defense. If an IP Claim is made, Omnigo may modify the Software to be non-infringing, but still substantially similar to the current Software, or obtain for Customer a license to continue using the Software. If Omnigo determines it is not commercially reasonable or technically possible to perform either of the above options, then Omnigo may at its option elect to terminate this Agreement and refund to Customer the fees paid to Omnigo by Customer for the Software for the unused portion of the then current Term. Upon any such termination, Customer shall cease use of the Software. Omnigo shall have no indemnification obligations under this Section 16, if the alleged infringement arises from: (i) Omnigo's compliance with specifications or instructions prescribed by Customer; (ii) modification of the Software by Customer; (iii) use of the Software in combination with other software not provided by Omnigo and which use is not specifically described in the associated documentation, or (iv) use of the Software that does not include all Maintenance Releases made available to Customer by Omnigo if such Maintenance Release is necessary to avoid infringement. THIS SECTION 16 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OMNIGO'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF

INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16 (INDEMNIFICATION BY OMNIGO), OMNIGO SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

17. Limitation of Liability

- a. Limitation on Types of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMNIGO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT CUSTOMER MAY INCUR OR EXPERIENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR THE SOFTWARE, OR SOLUTIONS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY) EVEN IF (i) OMNIGO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, (ii) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (iii) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- b. Limitation on the Amount of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMNIGO'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, AN ORDER FORM, THE SOFTWARE, OR SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY), IN ALL CASES SHALL BE LIMITED TO, AND SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID TO OMNIGO UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SOFTWARE OR SOLUTIONS THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE ORDER FORM.
- c. Allocation of Risk. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 17 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SOFTWARE AND/OR SOLUTIONS WOULD HAVE BEEN HIGHER.

- d. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

18. Termination

In addition to any other express termination right set forth in this Agreement, this Agreement will terminate as follows:

- a. **Default in Performance or Breach.** Except as otherwise provided in this Agreement, if either party defaults in the performance of or breaches any duty, or the payment of any amount due, under this Agreement, and such default or breach is incapable of cure or, being capable of cure, remains uncured thirty (30) days after written notice of default or breach given by the other party (other than Customer's breach of Sections 3 or 4 as specified below), the non-defaulting/non-breaching party may terminate this Agreement by giving written notice of termination. This Agreement will be terminated ten (10) days after such notice of termination. If Customer breaches Sections 3 or 4 of this Agreement, Omnigo may terminate this Agreement or any license to Software granted under this Agreement effective upon notice to Customer.
- b. **Bankruptcy or Insolvency.** Either party shall have the right to terminate this Agreement by giving written notice of termination to the other in the event of the insolvency or bankruptcy of such other, whether voluntary or involuntary, or the appointment of a trustee, receiver, or similar agent to take charge of or sell any material portion of such other's property or business.
- c. **Cancellation.** Requests to cancel Software and/or Solutions must be submitted in writing by visiting www.omnigo.com/cancel. Cancellations received during the Term do not relieve Customer of payment obligations or warrant refund of fees paid for Software or Solutions for the remainder of the Term. Cancellations must be received at least sixty (60) days prior to the expiration of the then-current Term to avoid automatic renewal.
- d. **Effects of Expiration or Termination.**
 - I. **Amounts Due.** If an Order Form provides for ongoing payments during the Term, or Customer has not paid all fees due and Customer cancels prior to the end of such Term, Customer agrees to pay the full amount that has or would have become due during such Term, and such payment shall be due in full upon termination.
 - II. **Termination of License.** Upon expiration or termination of this Agreement, the license granted in Section 3 shall automatically terminate and Customer shall immediately cease use of the Software and either return all Software to Omnigo or, under Omnigo's supervision, destroy all copies of the Software (including documentation, manuals, and accompanying materials) in Customer's possession.
 - III. **Omnigo's Confidential Information.** Upon expiration or termination of this Agreement, Customer shall promptly return to Omnigo all copies, whether in written, electronic, or

other form or media, of Omnigo's Confidential Information, or destroy all such copies and certify in writing to Omnigo that such Confidential Information has been destroyed.

e. Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, this Section 18(e) and Sections 1, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, and 17 survive any expiration or termination of this Agreement.

19. Insurance

Customer shall, throughout the Term, obtain and maintain at its own cost and expense, commercial general liability insurance, professional liability insurance, and workers compensation and employers' liability insurance policies, from a qualified insurance company licensed to do business in the locations in which Customer does business. At a minimum, the insurance policies will name Omnigo, and its officers, directors, employees, agents, and shareholders, as an additional insured, and will provide Omnigo with at least thirty (30) days' notice from the insurer by registered or certified mail, if, at any time, the policies will be modified, cancelled, or terminated. Such policies shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Software, any Solutions, or any material used in connection therewith or any use thereof, including any injury or death to any person or damage to property caused by any of the foregoing. The amount of coverage shall be in an amount of at least one (1) million dollars (US \$1,000,000.00) per occurrence and at least two (2) million dollars (US \$2,000,000.00) in aggregate coverage. These coverages are minimum required amounts and Customer shall carry higher amounts if it is commercially reasonable to do so. Customer also agrees to furnish Omnigo certificates of insurance evidencing same at Omnigo's request. In addition to the insurance coverages listed in this Section 19, Customer shall also carry any other coverages which are consistent with commercially reasonable practices

20. General Provisions

a. The following general provisions apply to this Agreement:

a. Integration. This Agreement, together with any other documents incorporated herein by reference and all Addenda, constitutes the sole and entire agreement of the parties. It is the complete and exclusive expression of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Addenda, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Addenda; (ii) second, the Addenda to this

Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference, including any exhibits, schedules, attachments, and appendices to this Agreement.

- b. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be given to the parties at their address above, or at such other addresses as each shall notify the other in writing. All notices, requests, demands, and other communications under this Agreement shall be in writing, shall be served by hand delivery, overnight courier, or email, and shall be deemed given upon the date of receipt. Notices relating to Software maintenance, Software issues, and Software service suspension may be published or posted by Omnigo over its service.
- c. Force Majeure. In no event shall Omnigo be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Omnigo's reasonable control, including, but not limited to, acts of God, epidemic, pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, data security incidents (including ransomware or other malware), labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Omnigo shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences.
- d. Assignment, Transfer, & Sublicensing. Customer may not sell, assign, transfer, give, or sub-license in any manner, by operation of law or otherwise, any licenses granted hereunder or all or a portion of the Software, the benefits of, or obligations under, this Agreement without the prior written consent of Omnigo. Omnigo may assign this Agreement, in whole or in part, at its discretion. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder
- e. Binding Effect. This Agreement shall be binding upon the parties, their heirs, legal representatives, affiliates, and permitted successors and assigns.
- f. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction except if the State of Missouri adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- g. **Venue.** The parties agree that any legal suit, action, or proceeding arising out of or related to this Agreement shall be brought exclusively in a state or federal court serving St. Louis County, Missouri, and the parties irrevocably submit to the exclusive jurisdiction of such court in any such suit, action, or proceeding.
- h. **Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 or, in the case of Customer, Section 4, would cause the other party irreparable harm for which monetary damages alone would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- i. **Amendments.** No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by each of the parties.
- j. **Non-Waiver.** No failure or delay in exercising any right under this Agreement by either party will operate as a waiver of that any right, nor shall any partial exercise of any right preclude further exercise of the right.
- k. **Severability.** If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws of any state or the United States, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the parties shall negotiate in good faith a substitute for the provision declared invalid, illegal, or unenforceable.
- l. **Export Regulation.** The Software and/or Solutions may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software or Solutions to, or make the Software or Solutions accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Solutions available outside the US.
- m. **US Government Rights.** Each of the Software and the associated documentation is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefore, Customer only receives those rights with respect to the Software and documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. §

227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

- n. Execution in Counterparts. This Agreement may be signed in counterparts, each of which is deemed an original, and all of which together are deemed a single instrument when signed by both parties.
- o. No Agency. This Agreement does not create any agency relationship between the parties.
- p. Attorney Fees. The prevailing party in any litigation concerning this Agreement will be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.
- q. Publicity. Nothing contained in this Agreement shall be interpreted so as to prevent Omnigo from publicizing its business relationship with Customer or the nature of the Software or Solutions sold to or performed for Customer.
- r. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or parties other than the parties hereto.
- s. Construction. The paragraph headings in this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not affect its interpretation. The terms of this Agreement are to be construed as singular, plural, masculine, feminine, or neuter, as context requires.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT AND ADDENDA, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

About Omnigo

For more than 20 years, Omnigo software solutions have been the preferred choice for law enforcement, education, healthcare, gaming, hospitality, and corporate enterprises. Currently, Omnigo's solutions are used by over 2,000 customers in 20 different countries. At Omnigo, we're committed to helping customers secure their organizations' property, control operational costs, and ensure the safety of the general public.

We believe our customers deserve the best support available to protect their people, assets, and brand. We also understand how challenging it can be to protect the community without the proper resources. We're here to arm users with the best tools in the industry. With a team that includes former law enforcement, first responders, and other public safety professionals, we're uniquely qualified to understand exactly what our customers need to protect their community.

10430 Baur Blvd
St. Louis, MO 63132



Solutions by Industry

Public Safety

Healthcare

Education

Gaming

Hospitality

Corporate

Courts

Resources

All Resources

About

Company

Careers

Events

Copyright © 2024 Omnigo | [Privacy Policy](#)



Omnigo Software, LLC
10430 Baur Blvd.
Saint Louis, MO 63132 US
www.Omnigo.com
Phone: (800) 814-4843

Prepared By:
Preparer Email:
Quote Number:
Created Date:
Offer Valid Through:
Subscription Term (Months):
Subscription Start Date:

Shannon Dandridge
shannon.dandridge@omnigo.com
Q-37635-1
11/21/2023 9:13 AM
2/29/2024
60
12/1/2023

Bill To
OSAGE BEACH POLICE DEPARTMENT (MO)
Todd Davis
tdavis@osagebeach.org
1000 City Parkway
Osage Beach, Missouri 65065
United States

Ship To
OSAGE BEACH POLICE DEPARTMENT (MO)
Todd Davis
tdavis@osagebeach.org
1000 City Parkway
Osage Beach, Missouri 65065
United States

Subscriptions	Qty	Unit Price	Total Sale Price
ITI - Web RMS	120.00	\$6,199.13	\$148,779.12
Year 1	24.0	\$1,099.70	\$26,392.80
Year 2	24.0	\$1,165.69	\$27,976.56
Year 3	24.0	\$1,235.63	\$29,655.12
Year 4	24.0	\$1,309.76	\$31,434.24
Year 5	24.0	\$1,388.35	\$33,320.40
ITI - Computer Aided Dispatch Workstations	20.00	\$17,597.98	\$70,391.92
Year 1	4.0	\$3,121.82	\$12,487.28
Year 2	4.0	\$3,309.13	\$13,236.52
Year 3	4.0	\$3,507.68	\$14,030.72
Year 4	4.0	\$3,718.13	\$14,872.52
Year 5	4.0	\$3,941.22	\$15,764.88
ITI - Map - ESRI Maps	5.00	\$111,228.46	\$111,228.46
Year 1	1.00	\$19,731.51	\$19,731.51
Year 2	1.00	\$20,915.40	\$20,915.40
Year 3	1.00	\$22,170.35	\$22,170.35
Year 4	1.00	\$23,500.58	\$23,500.58
Year 5	1.00	\$24,910.62	\$24,910.62
ITI - CAD E911	5.00	\$11,404.91	\$11,404.91
Year 1	1.00	\$2,023.19	\$2,023.19
Year 2	1.00	\$2,144.58	\$2,144.58
Year 3	1.00	\$2,273.26	\$2,273.26
Year 4	1.00	\$2,409.65	\$2,409.65
Year 5	1.00	\$2,554.23	\$2,554.23
ITI - CAD ESO Interface	5.00	\$10,253.63	\$10,253.63
Year 1	1.0	\$1,818.96	\$1,818.96
Year 2	1.0	\$1,928.10	\$1,928.10

Subscriptions	Qty	Unit Price	Total Sale Price
Year 3	1.0	\$2,043.78	\$2,043.78
Year 4	1.0	\$2,166.40	\$2,166.40
Year 5	1.0	\$2,296.39	\$2,296.39
ITI - CAD ITI CAD to RMS Web Service	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI RMS - BuyCrash Police Reports	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI RMS - Accident Electronic Submission Missouri	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
ITI NIBRS - Missouri	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI - Asset / Fleet Management	5.00	\$7,431.60	\$7,431.60
Year 1	1.00	\$1,318.34	\$1,318.34
Year 2	1.00	\$1,397.44	\$1,397.44
Year 3	1.00	\$1,481.29	\$1,481.29
Year 4	1.00	\$1,570.16	\$1,570.16
Year 5	1.00	\$1,664.37	\$1,664.37
ITI NCIC - Missouri	5.00	\$11,404.89	\$11,404.89
Year 1	1.00	\$2,023.19	\$2,023.19
Year 2	1.00	\$2,144.58	\$2,144.58
Year 3	1.00	\$2,273.25	\$2,273.25
Year 4	1.00	\$2,409.64	\$2,409.64
Year 5	1.00	\$2,554.23	\$2,554.23
ITI - Map - AVL	5.00	\$11,404.89	\$11,404.89
Year 1	1.00	\$2,023.19	\$2,023.19
Year 2	1.00	\$2,144.58	\$2,144.58

Subscriptions	Qty	Unit Price	Total Sale Price
Year 3	1.00	\$2,273.25	\$2,273.25
Year 4	1.00	\$2,409.64	\$2,409.64
Year 5	1.00	\$2,554.23	\$2,554.23
ITI - JMS Livescan Sagem Morpho	5.00	\$7,946.70	\$7,946.70
Year 1	1.00	\$1,409.72	\$1,409.72
Year 2	1.00	\$1,494.30	\$1,494.30
Year 3	1.00	\$1,583.96	\$1,583.96
Year 4	1.00	\$1,678.99	\$1,678.99
Year 5	1.00	\$1,779.73	\$1,779.73
ITI RMS - PA Portal (MO)	5.00	\$11,831.12	\$11,831.12
Year 1	1.00	\$2,098.80	\$2,098.80
Year 2	1.00	\$2,224.73	\$2,224.73
Year 3	1.00	\$2,358.21	\$2,358.21
Year 4	1.00	\$2,499.70	\$2,499.70
Year 5	1.00	\$2,649.68	\$2,649.68
Omnigo Eversure: Continuous Training, Consulting, and Support	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
TOTAL:			\$402,077.24

Subscription Name	Description
ITI - Web RMS	Web based RMS system compatible with Windows, Android, and iOS
ITI - Computer Aided Dispatch Workstations	CAD + Dispatch Monitor
ITI - Map - ESRI Maps	Map - ESRI Maps
ITI - CAD E911	CAD E911
ITI - CAD ESO Interface	CAD ESO Interface
ITI - CAD ITI CAD to RMS Web Service	CAD ITI CAD to RMS Web Service
ITI RMS - BuyCrash Police Reports	RMS - BuyCrash Police Reports
ITI RMS - Accident Electronic Submission Missouri	RMS - Accident Electronic Submission Missouri
ITI NIBRS - Missouri	ITI NIBRS - Missouri
ITI - Asset / Fleet Management	Asset / Fleet Management
ITI NCIC - Missouri	ITI NCIC - Missouri
ITI - Map - AVL	Map - AVL
ITI - JMS Livescan Sagem Morpho	JMS Livescan Safem Morpho
ITI RMS - PA Portal (MO)	RMS - PA Portal (MO)
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support

First Invoice Total	\$71,326.98
Second Year	\$75,606.79
Third Year	\$80,143.19
Fourth Year	\$84,951.52
Fifth Year	\$90,048.76
Grand Total	\$402,077.24

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature:		Signature Date:	
Name (Print):		Title:	
Is a PO required for purchase?		PO Number, if issued:	

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24.07 - An ordinance of the City of Osage Beach, Missouri, accepting part of Gamble Circle into City Inventory. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24.07

Ordinance Referenced for Action:

Board of Aldermen approval required for acceptance of a street into the public road system per Municipal Code Section 510.035 Acceptance of New Streets into the City Public Road System.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Over the summer of 2023 the Osage Beach Special Road District assisted the residence of Gamble Circle by helping them get the part of their road which is still privately owned repaved. Highlighted in red on the attached Glaize View Park Plat is the section that was improved. The remaining portion of the road is already in City inventory and is maintained by the City's Transportation Department. Upon the completion of these improvements, the residents of Gamble Circle all signed the attached petition to turn this section of Gamble Circle over to the City. We have been working with the residence over the winter to get all the paperwork squared away.

While the improvements do not meet our current design guidelines, the improved section of the road's quality now matches the section that we already own. I have also included an email from one of the City Engineers providing their recommendations for the road. Even though the road is quite narrow, the residents have requested that it

remain a road that allows two-way traffic. The configuration of some of the driveways on the road is prohibitive for one-way traffic. There are additional engineer recommendations for the road that will be addressed.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24.07 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING GAMBLE CIRCLE INTO CITY INVENTORY

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to accept Gamble Circle into the City's street inventory as described in the attached Exhibit A.

Section 2. That the right-of-way described in Exhibit A being and the same is hereby accepted.

Section 3. That the City Clerk of Osage Beach, Missouri, is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.07 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.07.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF CAMDEN)

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last written above.

Notary Public

—

Printed
Name _____

—

My commission expires: _____

We, the undersigned property owners in Osage Beach, who are the owners of the existing roadway, do hereby petition the Board of Aldermen to accept into the City inventory the existing roadway, Gamble Circle.

1. Certified Plat and written ROW or transfer documentation

PRINTED NAME	ADDRESS	SIGNATURE	DATE
Ernest Patcott	5336 GAMBLE Cn	<i>[Signature]</i>	12 June 2025
Cary N. Patterson	925 Malibu Rd	<i>[Signature]</i>	6/12/23
RICHARD MORNER	5365 GAMBLE	<i>[Signature]</i>	6/12/23
LINDA MORNER	"	<i>[Signature]</i>	6/12/23
Jon Laszki	5275 Gamble Circle	<i>[Signature]</i>	6/29/23
JOC VOSS	573-216 7920	<i>[Signature]</i>	8/23/23
	5295 GAMBLE Circle		
TIM GAMBLE	5305 Gamble Circle	Tim Gamble	08/28/2023

For Office Use Only: Date Rec'd _____ Rec'd By _____
Review & Approved: PC _____ CP _____ PW _____ CA _____ Date Approved by Board of Aldermen: _____



City of Osage Beach
Petition to Accept Existing Roadway

We, the undersigned property owners in Osage Beach, who are the owners of the existing roadway, do hereby petition the Board of Aldermen to accept into the City inventory the existing roadway, Granite Circle.

Please Include:

1. Certified Plat and written ROW or transfer documentation

We, the undersigned, understand that the Board of Aldermen may choose not to accept the existing roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in City Code Chapter 510 and City Design Guidelines Section 5, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Christopher P. Calvin 5354 Gamble Circle Christopher P. Calvin 6/10/20

Nancy S. Weckman 5354 Gamble Circle Langsdorf, Ohio 43041 6-10-2023

Glenda Weckman-Calvin 5354 Gamble Circle Glenda Weckman-Calvin 6/10/23

RETURN COMPLETED FORM TO: Osage Beach City Clerk, 1000 City Parkway, Osage Beach, MO 65065

For Office Use Only: Date Rec'd _____ Rec'd By _____

Review & Approved: PC _____ CP _____ PW _____ CA _____ Date Approved by Board of Aldermen: _____



City of Osage Beach

Roadway Acceptance Informational Packet

Chapter 510, Article I – [Sections 510.010 – 510.035](#) outlines the guidelines and procedures for requesting new or existing roadways into the City's inventory, summarized as follows:

- Petitions for a **NEW** street to be accepted into the City's inventory shall be submitted to the City Clerk and shall:
 - Be offered for dedication via the certifications of the final plat of a major subdivision,
 - Final Plat shall be approved by the Board of Aldermen prior to acceptance,
 - The Board of Aldermen may accept the street upon the following,
 - Street is complete for entire subdivision as shown on approved preliminary plat,
 - Street must be constructed in accordance to the City Design Guidelines (Refer to Section 5),
 - The contract engineer shall submit a letter and inspection report confirming completion in accordance with City's Codes and Guidelines as approved by the City.
- Petitions for **EXISTING** street to be accepted into the City's inventory shall be submitted to the City Clerk and shall:
 - Be requested by at least ninety-five percent (95%) of the property owners adjacent to the street to be transferred,
 - A certified plat and written right-of-way or transfer documents must accompany the petition,
 - Right-of-way to be transferred should conform as closely as practical to the City's Design Standards for new construction recommended by the Public Works Director (refer to [Design Guidelines Section 5](#)).
- Roadway design, location, and other specifics are outlined in [Chapter 510](#) and in the City's Design Standards, [Section 5](#).
- Upon approval to accept by the Board of Aldermen, the City must acquire one hundred percent (100%) of the right-of-way,
- Petitions are to be reviewed and recommended by the City Administrator, Public Works Director, Planning Commission, and approved by the Board of Aldermen.

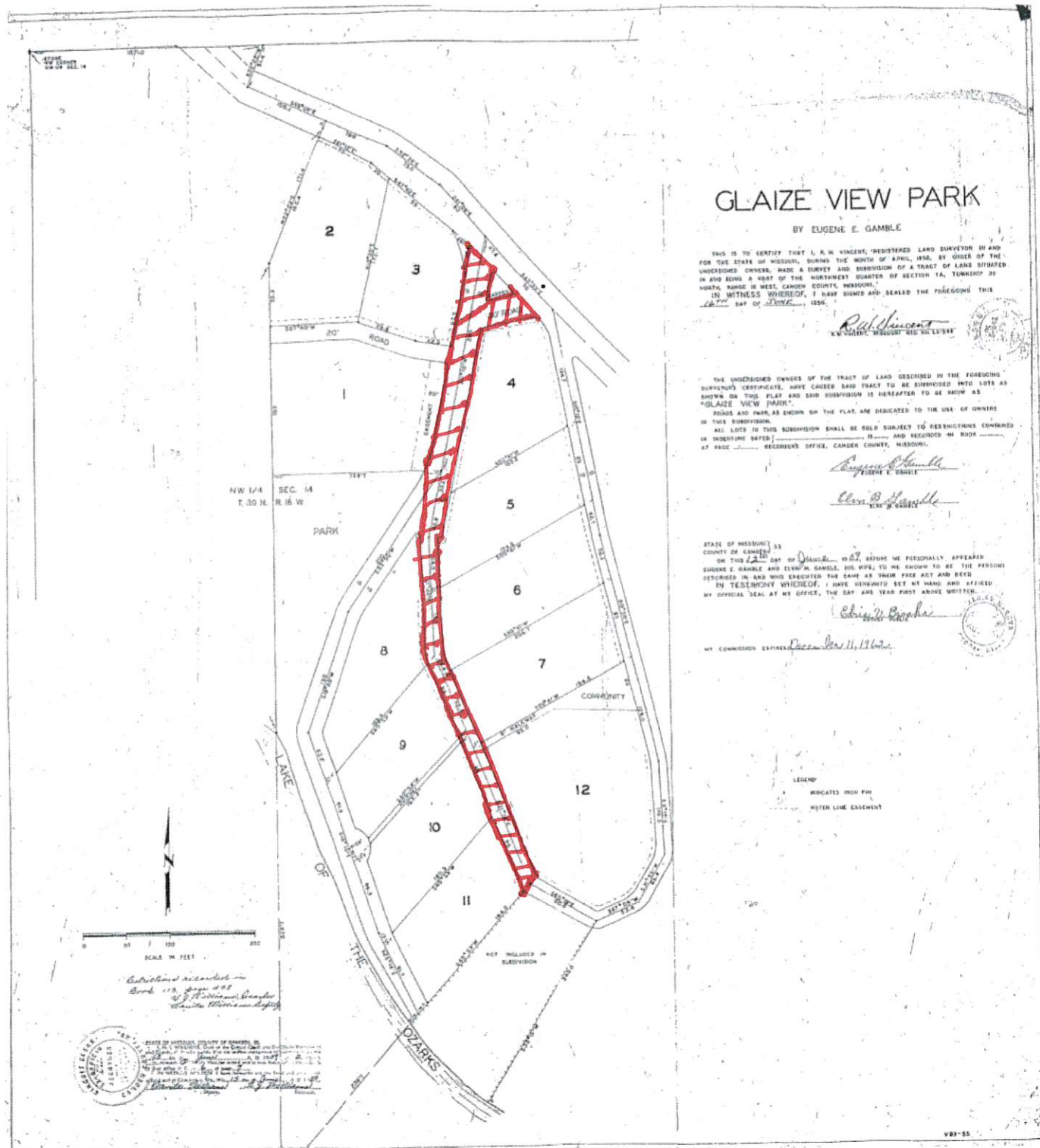


EXHIBIT 2

AREA TO BE DEDICATED IS OUTLINED IN RED

Mike Welty

From: Erik Howell [REDACTED]
Sent: Thursday, January 11, 2024 1:52 PM
To: Mike Welty
Cc: Dave Van Leer; Robert W. Long
Subject: RE: Gamble Circle Summary

Mike,

Currently approximately 770 feet is private street. This was improved with 2-3 inch asphalt overlay. The street width is 9-10 feet wide which matches the portion in City inventory. There is no curb & gutter on either portion of the road. In general, the road does not meet the requirements of the design guidelines; however, the private road does match the street currently in City inventory, except for striping. The street currently in City inventory is striped with 4" wide white fog lines on either side. The private road section does not have any striping.

The street does not meet the requirements for two-way traffic. However, City Staff has requested the street remain two-way due to the driveway orientation and resident familiarity. A stop sign should be posted at any intersection to Malibu Road. A 10 mph speed limit sign should be posted for the street.

Let me know if you need anything else.

Thanks,

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 24-08 - An ordinance of the City of Osage Beach, Missouri, authorize the mayor to execute an agreement with the Federal Aviation Administration (FAA) Sublease No. 697DCM-24-L-00008 at Lee C. Fine Memorial Airport, Kaiser, Missouri. *First Reading*

Requested Action:

First Reading of Bill #24-08

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 - Current agreement is due to expire September 30, 2024

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is a request for the City of Osage Beach to enter into a no-cost lease agreement with the FAA. This agreement will give easements to the FAA in order for them to operate and maintain the exsisting FAA owned navigational aid (NAVAID) facilities located on the airfield.

Airport department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-08 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION (FAA) SUBLEASE N0.697DCM-24-L-00008 AT LEE C. FINE MEMORIAL AIRPORT, KAISER, MISSOURI.

Whereas, the Board of Aldermen desire to enable the City to execute subleases of land at the Lee C. Fine Memorial Airport, with qualified prospective tenants, now and in the future.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Lee C. Fine Memorial Airport Sublease of Land which is attached as Exhibit A.

Section 2. That the Board of Aldermen hereby authorizes the Mayor to execute the Lee C. Fine Memorial Airport Sublease of Land on behalf of the City of Osage Beach with tenant approval by the City Administrator and the Airport Manager.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.08 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 11.42.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF OSAGE BEACH, MISSOURI

FAA CONTRACT NO: 697DCM-24-L-00008

ATID/FACILITY TYPE: AIZ / MOA

LOCATION: KAISER, MISSOURI

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between the City of Osage Beach, Missouri, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA. The fee simple estate for the Lee C. Fine Memorial Airport is owned by the Missouri Department of Natural Resources and is leased to the City of Osage Beach, Missouri.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party receiving a direct procurement contract from the FAA and who is responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFACE-05-L-00003 and all other previous agreements between the parties for the property described in this document.
4. **Witnesseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic

control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Lee C. Fine Memorial Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2024 and continuing through September 30, 2044.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for

establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Lee C. Fine Memorial Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. RE Clauses Incorporated by Reference (09/2021) 6.3.0 This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. **Officials Not To Benefit (09/2021) 6.3.0-2**

B. **Contracting Officer's Representative (09/2021) 6.3.0-4**

C. **Contingent Fees (09/2021) 6.3.0-5**

D. **Anti-Kickback Procedures (09/2021) 6.3.0-6**

13. Title to Improvements (09/2021) 6.3.5 Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. Funding Responsibility for FAA Facilities (09/2021) 6.3.6 The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. Changes, Modifications (01/2022) 6.3.8-1 The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject

contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
21. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this sublease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, MO 65065

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF OSAGE BEACH, MISSOURI

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: _____
Title: _____

By: _____
Melinda J. Taber
Real Estate Contracting Officer

Date: _____

Date: _____

DATED OCTOBER 1, 2024

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-24-L-00008

LEE C. FINE MEMORIAL AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	LOC	22 (AIZ)		Antenna site, equipment shelter, restricted critical area, access road
2	VASI	22 (AIZ)		Facility site
3	VASI	04 (AIZA)	29359	Facility site
4	AWOS	(AIZ)		Sensor site, CDP located in the Fire House building within 80 sq. ft. of storage for FAA parts and supplies



U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Service Area
Real Estate Branch, AAQ-920

10101 Hillwood Parkway
Fort Worth, Texas 76177

09/28/2023

SENT VIA EMAIL

Ty Dinsdale, Airport Manager
Lee C. Fine Memorial Airport
1000 City Parkway
Osage Beach, MO 65065

Dear Mr. Dinsdale:

Subject: Expiring Sublease No. DTFACE-05-L-00003
Succeeding MOA No. 697DCM-24-L-00008
Navigational Aid Facilities
(AIZ) Lee C. Fine Memorial Airport
Kaiser, Missouri

The Federal Aviation Administration's (FAA) Sublease No. 697DCM-24-L-00008 at Lee C. Fine Memorial Airport, Kaiser, Missouri expires by its terms on September 30, 2024. There is a continuing need for the land rights for FAA to operate and maintain four (4) facilities in support of your airport operations.

To improve administrative efficiency, the Federal Aviation Administration (FAA) has made a national policy determination to use the format of a Memorandum of Agreement (MOA) to cover required land sites and easements for existing navigational aid (NAVAID) facilities operated by this agency. There are many practical reasons for this decision to include elimination of legal descriptions and use of a listing of identified facilities. Many airports are currently under the MOA system, and we have found that the approval process is quicker for both parties. This document will only apply to navigational aid facilities that are under on airport, no-cost land leases.

Attached is succeeding MOA No. 697DCM-24-L-00008. Please have an authorized official to use electronic signature and return the MOA as a PDF document to melinda.taber@faa.gov When received, a fully executed MOA will be returned to you for your records.

We want to express our appreciation for your cooperation. If you have any questions, please contact me at 817-222-4320 or via email at Melinda.taber@faa.gov.

Sincerely,

Melinda J. Taber
Real Estate Contracting Officer

Attachment

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Bill 24-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card Required for Peddlers and Solicitors-available for Canvassers, Section 610.040 Fees, Section 610.050 Application for Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments purposes of the City Code for various purposes as set forth. *First Reading*

Requested Action:

First Reading of Bill #24-09

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:

The Citizens Advisory Committee was asked by the Mayor to review the Peddler and Solicitors Chapter. Specifically, the portion that might pertain to food trucks.

City Attorney Comments:

Per City Code 110.230, Bill 24-09 is in correct form.

City Administrator Comments:

In 2023, Bill 23-77, First Reading, was presented to the Board of Aldermen on October 19, 2023, outlining modifications to City Code Chapter 610 Peddlers and Solicitors regarding Mobile Food Establishments (Food Trucks). The Second Reading of Bill 23-77, read November 2, 2023, was tabled by the Board of Aldermen for more information. Tabled Bill 23-77 is enclosed for your information.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 610 PEDDLERS AND SOLICITORS, SECTION 610.010 DEFINITIONS, SECTION 610.030 IDENTIFICATION CARD REQUIRED FOR PEDDLERS AND SOLICITORS – AVAILABLE FOR CANVASSERS, SECTION 610.040 FEES, SECTION 610.050 APPLICATION FOR IDENTIFICATION CARD, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.070 ISSUANCE OF IDENTIFICATION CARD, SECTION 610.090 DENIAL-ADMINISTRATIVE REVOCATION, SECTION 610.100 HEARING ON APPEAL, SECTION 610.130 REVOCATION OF CARD, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

WHEREAS, the City on October 19, 2023, the Board of Aldermen held a first reading of Bill No. 23.77 was unanimously approved: and

WHEREAS, the Board of Aldermen along with the Citizen's Advisory Committee wanted to add additional language to Chapter 610 so no further action on Bill No. 23-77: and

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 610.010 Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

FOOD TRUCK

An operation that stores, prepares, packages, serves or otherwise provides food for human consumption, and that operates from a movable vehicle, portable structure, or pushcart.

PEDDLER

One who either:

1. For profit to himself/herself or his/her principal, locates temporarily at one (1) place or goes from place to place to sell any good or service or seeks donations for any cause of a profit-making or commercial character, or
2. Attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service.
3. A "peddler" does not include a person who distributes handbills or flyers ~~for a commercial purpose~~, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor".
4. A "peddler" does not include a Food Truck.

SOLICITOR

One who ~~either~~:

1. ~~Solicits at any location within the City for a charitable, political or religious purpose, even if incidental for such purpose there is the sale of some good or service; or~~
2. A **Makes or** attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident **for a commercial purpose**. ~~for the primary purpose of:~~
 - a. ~~Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or~~
 - b. ~~Distributing a handbill or flyer advertising a commercial event or service.~~

Section 610.030 Identification Card Required For Peddlers and Solicitors — Available For

Canvassers; Permit Required for Food Trucks.

No person shall act as a peddler or as a solicitor within the City without first obtaining an identification card in accordance with this Chapter. A canvasser is not required to have an identification card but any canvasser wanting an identification card for the purpose of reassuring City residents of the canvasser's good faith shall be issued one upon request.

A Food Truck shall be required to obtain a Food Truck Permit as provided in this Chapter.

Section 610.040 Fee.

A. The fee for the issuance of each identification card shall be as follows:

1. For a peddler acting on behalf of a merchant otherwise licensed to do business within the City, no fee as long as the peddler is operating on the merchant's licensed premises.
2. For a peddler acting on behalf of a merchant not **listed in subsection 1 above** ~~otherwise licensed to do business within the City~~, a five-hundred-dollar (\$500.00) fee for six (6) months plus thirty-five dollars (\$35.00) per card issued.
3. The applicant shall deposit with the City Clerk a bond in the amount of one hundred dollars (\$100.00) (cash or surety) per card to secure collection and payment to the Missouri Department of Revenue all sales tax due and payable by reason of sales made within this City. Said bond shall be forfeited to the City if the applicant does not, within ninety (90) days of the expiration or surrender of the peddler's card, demonstrate by affidavit or otherwise that sales tax has been paid.
4. For a solicitor ~~(including a commercial solicitor) advertising an event, activity, good or service for purchase at a location away from the solicitor's premises~~ — no fee.
5. ~~For a charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization — no fee.~~
65. For a canvasser requesting an identification card — no fee.

B. The fee for a Food Truck Permit shall be as follows:

- a. Ten dollars (\$10.00) for a single-day event;
- b. Twenty dollars (\$20.00) for five consecutive days or less;
- c. One hundred dollars (\$100.00) for six calendar months or less;

In addition to the fees above, any Food Truck which operates from a commissary not regulated by a health department other than the Camden County Health Department or the Miller County Health Department shall pay an additional fee of \$250.00.

Section 610.050 Application For Identification Card **or Food Truck Permit.**

Any person or organization may apply for one (1) or more identification cards **or a Food Truck Permit** by completing an application form at the office of the City Clerk during regular office hours.

Section 610.060 Contents of Application.

A. The applicant shall provide the following information:

1. Name of applicant. **If the applicant is a company, LLC, corporation, partnership, or other entity, said entity shall**

provide the name(s) of all responsible owners, members, officers, and/or employees of said entity and provide the following information for each.

2. Number of identification cards **or permits**.
3. The name, physical description and photograph of each **applicant** ~~person for which a card is requested~~. In lieu of this information, a driver's license, State identification card, passport or other government-issued identification (issued by a government within the United States) containing this information may be provided and a photocopy taken. If a photograph is not supplied, the City will take an instant photograph of each person for which a card is requested at the application site. The actual cost of the instant photograph will be paid by the applicant.
4. The permanent and (if any) local address of the applicant.
5. The permanent and (if any) local address of each **applicant** ~~person for whom a card is requested~~.
6. A brief description of the proposed activity related to this ~~identification card~~ **application**. (Copies of the literature to be distributed may be substituted for this description at the option of the applicant.)
7. ~~Date and place of birth for each applicant person for whom a card is requested and the Social Security number of such person.~~
8. A list of all ~~infraction, offense,~~ misdemeanor and felony convictions of each **applicant** ~~person for whom a card is requested~~ for the seven (7) years immediately prior to the application.
9. The motor vehicle make, model, year, color and State license plate number of any vehicle that will be used by each **applicant** ~~person for whom a card is requested~~.
10. If a card is requested for a peddler, the following additional requirements shall be met:
 - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
 - b. A copy of the principal's sales tax license as issued by the State of Missouri showing Osage Beach as their place of business, provided that no copy of a license shall be required of any business which appears on the City's annual report of sales tax payees as provided by the Missouri Department of Revenue.
 - c. The location where books and records are kept of sales

which occur within the City and which are available for City inspection to determine that all City sales taxes have been paid.

- d. Written permission from the property owner where the proposed activity is to take place.
- e. Peddlers are specifically prohibited from setting up in a fixed location unless all requirements of the Osage Beach Zoning Code have been met.

11. **If a Food Truck Permit is requested:**

- a. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
- b. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
- c. The address of the applicant's commissary location.
- d. Written permission from the property owner(s) where the establishment intends to operate. If additional locations are added after issuance of food truck permit, such written permissions must be provided to the City Clerk before the Food Truck may operate there.

~~If a card is requested for a solicitor, the following additional requirements shall be met:~~

- ~~a. The name and permanent address of the organization, person or group for whom donations (or proceeds) are accepted.~~
- ~~b. The web addresses for this organization, person or group (or other address) where residents having subsequent questions can go for more information.~~

Section 610.070 Issuance of Identification Card **or Food Truck Permit.**

- A. ~~The identification card(s)~~ **and Food Truck Permits** shall be issued promptly after application but in all cases within sixteen (16) business hours of completion of an application, unless it is determined within that time that:
 - 1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years;
 - 2. With respect to a particular **application**~~card~~, the **applicant**~~individual for whom a card is requested~~ has been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years; ~~or~~
 - 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect.

Section 610.080 Investigation.

During the period of time following the application ~~for one (1) or more identification cards and its issuance~~, the City shall investigate as to the truth and accuracy of the information contained in the application. If the City has not completed this investigation within the sixteen (16) business hours provided in Section **610.070**, the identification card will nonetheless be issued, subject, however to administrative revocation upon completion of the investigation.

Section 610.090 Denial — Administrative Revocation.

If the issuing officer denies (or upon completion of an investigation revokes) ~~an~~ the identification card **or Food Truck Permit** to one (1) or more persons, he/she shall immediately convey the decision to the applicant orally and shall within sixteen (16) working hours after the denial prepare a written report of the reason for the denial which shall be immediately made available to the applicant. Upon receipt of the oral notification, and even before the preparation of the written report, the applicant shall have at his/her option an appeal of the denial of his/her application before the **Board of Aldermen** ~~Municipal Court of the City~~, provided that such a hearing will be scheduled within **twenty (20)** ~~ten (10)~~ days of the request, due notice of which is to be given to the public and the applicant.

Section 610.100 Hearing On Appeal.

If the applicant requests a hearing under Section **610.090**, the hearing shall be held in accordance with the Administrative Procedure Act of the State of Missouri and review from the decision (on the record of the hearing) shall be had to the Circuit Court of Camden County. The hearing shall also be subject to the Missouri **Sunshine** ~~Open Meetings and Records~~ law.

Section 610.130 Revocation of Card **or Food Truck Permit.**

- A. In addition to the administrative revocation of an identification card, a card may be revoked for any of the following reasons:
1. Any violation of this Chapter by the applicant or by the person for whom the particular card was issued.
 2. Fraud, misrepresentation or incorrect statement made in the course of carrying on the activity.
 3. Conviction of any felony or a misdemeanor involving moral turpitude within the last seven (7) years.
 4. Conducting the activity in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

Section 610.170 Additional Requirements for Food Trucks.

A. Any person operating a Food Truck:

1. Shall not operate within City limits without a merchant's license as required by Section **605.020** of this Code.

2. Shall not set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
 3. Shall not operate within 200 feet of any Bar, Restaurant, or Outdoor Dining Area as those terms are defined in Section **405.020** of this Code. Such distance shall be measured between the Food Truck and the nearest edge of the other structure (including walls, awnings, patios, decks, stairs, or any like improvements).
 4. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
 5. Shall not operate in such a manner as to cause grease or other waste to flow into private or public sewers, or otherwise violate the requirements of Section **710.280** of this Code regarding prohibited discharges.
 6. Shall not fail to provide means for the Food Truck and its customers to dispose of trash and other solid waste in a sanitary and safe manner, or to fail to collect and dispose of solid waste attributable to the Food Truck, or to otherwise violate Section **215.060** of this Code.
 7. Shall comply with all applicable federal, state, and local laws regarding food service and food safety, including but not limited to the Missouri Food Code as stated in 19 C.S.R. § 20-1.025 Sanitation of Food Establishments.
 8. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).
- B. Upon the violation of any of the terms of this Article, any Food Truck Permit may be temporarily suspended by the City Clerk, or revoked after an opportunity for a hearing by the City Administrator upon serious or repeated violations. The City Clerk shall have the specific authority to suspend the permit of any Food Truck when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any Food Truck may at any time make an application for the reinstatement of its permit. Within five business days after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated provision has been conformed with, the City Clerk shall determine whether the violation has been corrected and so inform the applicant. Once the City Clerk determines the violation has been resolved, the Food Truck Permit shall be reissued unless it has been revoked under this section.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.24.09 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.09.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 610 PEDDLERS AND SOLICITORS, SECTION 610.010 DEFINITIONS, SECTION 610.030 IDENTIFICATION CARD REQUIRED FOR PEDDLERS AND SOLICITORS – AVAILABLE FOR CANVASSERS, SECTION 610.040 FEES, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 610.010 Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

MOBILE FOOD ESTABLISHMENT

A an operation that stores, prepares, packages, serves or otherwise provides food for human consumption, and that operates from a movable vehicle, portable structure, or pushcart.

PEDDLER

One who either:

1. For profit to himself/herself or his/her principal, locates temporarily at one (1) place or goes from place to place to sell any good or service or seeks donations for any cause of a profit-making or commercial character, or

2. Attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service.

3. A "peddler" does not include a person who distributes handbills or flyers ~~for a commercial purpose,~~ advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor".

4. A "peddler" does not include a Mobile Food Establishment.

SOLICITOR

One who either:

- ~~1. Solicits at any location within the City for a charitable, political or religious purpose, even if incidental for such purpose there is the sale of some good or service; or~~
- ~~2. A **makes or** attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident **for a commercial purpose.** for the primary purpose of:~~
 - ~~a. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or~~
 - ~~b. Distributing a handbill or flyer advertising a commercial event or service.~~

Section 610.030 Identification Card Required For Peddlers and Solicitors — Available For Canvassers.

No person shall act as a peddler, ~~or as a solicitor,~~ **or mobile food establishment** within the City without first obtaining an identification card in accordance with this Chapter. A canvasser is not required to have an identification card but any canvasser wanting an identification card for the purpose of reassuring City residents of the canvasser's good faith shall be issued one upon request.

Section 610.040 Fee.

- A. The fee for the issuance of each identification card shall be as follows:
 1. For a peddler acting on behalf of a merchant otherwise licensed to do business within the City, no fee as long as the peddler is operating on the merchant's licensed premises.
 2. For a peddler acting on behalf of a merchant not **listed in subsection 1 above** ~~otherwise licensed to do business within the City,~~ a five hundred dollar (\$500.00) fee for six (6) months plus thirty-five dollars (\$35.00) per card issued.
 3. The applicant shall deposit with the City Clerk a bond in the amount of one hundred dollars (\$100.00) (cash or surety) per card to secure collection and payment to the Missouri Department of Revenue all sales tax due and payable by reason of sales made within this City. Said bond shall be forfeited to the City if the applicant does not, within ninety (90) days of the expiration or surrender of the peddler's card, demonstrate by affidavit or otherwise that sales tax has been paid.
 4. For a solicitor ~~(including a commercial solicitor) advertising an event, activity, good or service for purchase at a location away from the solicitor's premises —~~ no fee.
 5. **For a mobile food establishment:** ~~For a charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization —~~ no fee.
 - a. Ten dollars (\$10.00) for a single-day event;**
 - b. Twenty dollars (\$20.00) for five consecutive days or less;**
 - c. One hundred dollars (\$100.00) for six calendar months or less.**

6. For a canvasser requesting an identification card — no fee.

Section 610.060 Contents of Application.

A. The applicant shall provide the following information:

1. Name of applicant. **If the applicant is a company, LLC, corporation, partnership, or other entity, said entity shall provide the name(s) of all responsible owners, members, officers, and/or employees of said entity and provide the following information for each.**
2. Number of identification cards.
3. The name, physical description and photograph of each person for which a card is requested. In lieu of this information, a driver's license, State identification card, passport or other government-issued identification (issued by a government within the United States) containing this information may be provided and a photocopy taken. If a photograph is not supplied, the City will take an instant photograph of each person for which a card is requested at the application site. The actual cost of the instant photograph will be paid by the applicant.
4. The permanent and (if any) local address of the applicant.
5. The permanent and (if any) local address of each person for whom a card is requested.
6. A brief description of the proposed activity related to this identification card. (Copies of the literature to be distributed may be substituted for this description at the option of the applicant.)
7. ~~Date and place of birth for each person for whom a card is requested and the Social Security number of such person.~~
8. A list of all ~~infraction, offense,~~ misdemeanor and felony convictions of each person for whom a card is requested for the seven (7) years immediately prior to the application.
9. The motor vehicle make, model, year, color and State license plate number of any vehicle that will be used by each person for whom a card is requested.
10. If a card is requested for a peddler, the following additional requirements shall be met:
 - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
 - b. A copy of the principal's sales tax license as issued by the State of Missouri showing Osage Beach as their place of business, provided that no copy of a license shall be required of any business which appears on the City's annual report of sales tax payees as provided by the Missouri Department of Revenue.

- c. The location where books and records are kept of sales which occur within the City and which are available for City inspection to determine that all City sales taxes have been paid.
- d. Written permission from the property owner where the proposed activity is to take place.
- e. Peddlers are specifically prohibited from setting up in a fixed location unless all requirements of the Osage Beach Zoning Code have been met.

11. **If a card is requested for a mobile food establishment:**

- a. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
- b. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
- c. The address of the applicant's commissary location.
- d. Written permission from the property owner(s) where the establishment intends to operate. If additional locations are added after issuance of the identification card, such written permissions must be provided to the City Clerk before the mobile food establishment may operate there.

~~If a card is requested for a solicitor, the following additional requirements shall be met:~~

- ~~a. The name and permanent address of the organization, person or group for whom donations (or proceeds) are accepted.~~
- ~~b. The web addresses for this organization, person or group (or other address) where residents having subsequent questions can go for more information.~~

Section 610.070 Issuance of Identification Card.

- A. The identification card(s) shall be issued promptly after application but in all cases within sixteen (16) business hours of completion of an application, unless it is determined within that time that:
 - 1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years;
 - 2. With respect to a particular card, the individual for whom a card is requested has been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years; ~~or~~
 - 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect; **or**
 - 4. Additional time is required to verify or otherwise inspect the application.

Section 610.170 Additional Requirements for Mobile Food Establishments.

Any person operating a mobile food establishment:

1. Shall not operate within City limits without a merchant's license as required by Section **605.020** of this Code.
2. Shall not set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
3. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
4. Shall not operate in such a manner as to cause grease or other waste to flow into private or public sewers, or otherwise violate the requirements of Section **710.280** of this Code regarding prohibited discharges.
5. Shall not fail to provide means for the mobile food establishment and its customers to dispose of trash and other solid waste in a sanitary and safe manner, or to fail to collect and dispose of solid waste attributable to the mobile food establishment, or to otherwise violate Section **215.060** of this Code.
6. Shall comply with all applicable federal, state, and local laws regarding food service and food safety, including but not limited to the Missouri Food Code as stated in 19 C.S.R. § 20-1.025 Sanitation of Food Establishments.
7. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).

Upon the violation of any of the terms of this Article, any identification card may be temporarily suspended by the City Clerk, or revoked after an opportunity for a hearing by the City Administrator upon serious or repeated violations. The City Clerk shall have the specific authority to suspend the identification card of any mobile food establishment when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any mobile food establishment may at any time make application for the reinstatement of the identification card. Within five business days after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated provision has been conformed with, the City Clerk shall determine whether the violation has been corrected and so inform the applicant. Once the City Clerk determines the violation has been resolved, the identification card shall be reissued unless it has been revoked under this section.

.

Section 2. Severability

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

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

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

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

READ FIRST TIME: October 19, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.77 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.77.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #9 to the professional service agreement with LOR Engineering, LLC dba Cochran Engineering for the design of phase one of the site improvements at Peanick Park for an amount not to exceed \$114,000. *First Reading*

Requested Action:

First Reading of Bill #24-10

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get the engineers working on the design as so as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-10-773278 Park Improvements

FY2024 Budgeted Amount: \$472,600

FY2024 Expenditures to Date (02/06/24): (\$ 0.00)

FY2024 Available: \$472,600

FY2024 Requested Amount: \$114,000

Department Comments and Recommendation:

This agreement will provide Dave Van Leer and his team with the approval to begin the design work for the new playground, splash pad, and pavilion that will be located where the upper ball field is currently at Peanick Park.

The FY2024 budget for the design/ engineering for this project is \$165,000. The actual cost will be \$114,000. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-10 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING FOR THE DESIGN OF PHASE ONE OF THE SITE IMPROVEMENTS AT PEANICK PARK IN AN AMOUNT NOT TO EXCEED \$114,000.00.

WHEREAS, the City desires to enter into Supplemental Agreement No. 9 to, extend, the original agreement.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign a contract with Cochran Engineering to assist with the city with design work at Peanick Park, under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Eleven Thousand Four Hundred Dollars (\$114,000.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.10 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.10.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

SUPPLEMENTAL AGREEMENT #9 –

LUMP SUM PROPOSAL

January 30, 2024

This Supplemental Agreement is made part of the Contract dated May 4, 2023 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to prepare **Construction Drawings for Phase I of the Site Improvements at Peanick Park**. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

Peanick Park is planned to undergo a redevelopment that would convert one of the existing baseball fields into a family entertainment area that will include a splash pad, covered pavilion with restrooms and playground expansion of the existing playground. The eastern baseball field will remain in service.

CIVIL ENGINEERING – SCOPE OF WORK:

1. Master Plan – Revise the Master Plan for the project as necessary at the conclusion of stakeholders meetings with city input. Cochran understands that there are still a few options that are being considered regarding the project.
2. Topographic Survey – Provide topographic survey of the area to confirm design elevations and quantities.
3. Site Plans – Final Site, Grading and Utility Plans necessary for the project as shown on the attached Exhibit “A”. Utility infrastructure design will include Sanitary Sewer, Water Main, Electric, and Storm Sewer Improvements. Final Design of roads and parking areas and associated lighting is included.
4. Construction Details – Cochran will provide the necessary construction details for storm sewer, sanitary sewer, water main, electric, parking lots and roadways, erosion control, etc.
5. Permitting – Obtain approval for all civil related design from governing authorities.
6. Landscape Plan – General Landscape plan for all common areas of the park adjacent to roads and parking facilities.
7. Geotechnical Investigation – Cochran anticipates a very limited scope regarding geotechnical services. Test holes excavated by city staff will be requested at certain locations to verify solid rock excavation and/or plastic soil remediation if needed in the bid scope. Cochran will prepare letter reports as necessary for specific areas of concern as needed.
8. Cost Estimate – Cochran will provide a construction cost estimate for the civil scope of work described in items 1-7 above.

ARCHITECTURAL – SCOPE OF WORK:

1. Design Development of building structure including exterior elevations and floor plan. Design included in this scope is limited to (3) revisions. Design is assumed to be similar to the attached Exhibit “B” concept drawings. Proposed building will be as follows:
 - a. Pavilion/Restroom
 - i. Metal roofing
 - ii. Three (3) plumbing fixtures per sex
 - iii. Small storage area
 - iv. Three (3) fixtures per sex
 - v. CMU construction for heated restroom area
2. Based on approved preliminary design, Cochran will develop construction drawings and full specifications for the pavilion/restroom structure described above.
3. All current building codes and local ordinance will be reviewed and followed.
4. Cochran will provide exterior and interior color selections for Owner review and approval.
5. Architectural Drawings for the structure will include the following:
 - a. Floor plans & roof plan
 - b. Exterior building elevations & sections
 - c. Wall Sections & details.
 - d. Details & schedules as required.
6. Structural Design for each structure will include the following:
 - a. Foundation and roof framing plans
 - b. Design of load-bearing CMU walls
 - c. Details and sections as necessary
 - d. Shop drawing review and responses during construction.
7. Splash Pad – Design will include:
 - a. Pre-Engineered sprinkler features plumbing and electrical infrastructure
 - b. Concrete aprons and support infrastructure necessary to the splash pad feature
 - c. Plumbing design necessary for proper operation of the splash pad feature
8. Sidewalks and Concrete Pads necessary to provide access around the proposed structures is included.
9. Plumbing Design will include:
 - a. Water line design and distribution
 - b. Plumbing fixture specifications
 - c. Sanitary sewer design to a point five (5) feet outside the pavilion.
10. Mechanical Design will include:
 - a. Mechanical equipment sizing and locations. We will use unit heaters.

11. Electrical Design will include:
 - a. Lighting layout and wiring
 - b. Wiring and electrical distribution for outlets, exhaust fans, and other miscellaneous electrical items.
12. Cost estimates for structure and architectural design is included.

PARK FEATURES – SCOPE OF WORK:

1. Playground design will include preparation of play areas for the project and needed infrastructure. Cochran will help the city select pre-engineered play structures for installation by others.
2. Provide a construction cost estimate for the park features outlined above.

BID ADMINISTRATION – SCOPE OF WORK:

1. Prepare final engineer's cost estimate. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation.

ENGINEERING SERVICES NOT INCLUDED:

1. Traffic Study / Flow Test / Environmental / Wetlands / Jurisdictional Streams / Endangered Species / Archeological Studies or Reports
2. Permit, Recording and Impact Fees
3. Off-site Utility and Roadway Design other than water main extension
4. DOT permit approvals
5. Retaining wall design
6. Playground and Bridge Design
7. Right-of-Way easement preparation and acquisition
8. ALTA/ACSM Survey
9. Building Sprinkler Design
10. Construction Administration/Inspection/Stakeout (These tasks will be completed in 2025)
11. Irrigation Design
12. Highway 42 Sidewalk Design

FEE:

The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of **\$114,000.00**.

Supplemental Agreement No. 9 accepted as defined herein:

Sincerely,

A handwritten signature in blue ink that reads "David Van Leer".

David Van Leer, P.E.

Acceptance:

City of Osage Beach

By: _____

Title: _____

Date: _____

- A. PARKING LOT**
- B. SPLASH PARK**
- C. PAVILION**
- D. DOG PARK**
- E. ALL ABILITY PLAYGROUND**
- F. PAVED WALKING TRAILS**



EXHIBIT B	DATE	RETURN	DOWN BY	UPPED BY
	DATE			
	DATE			
	DATE			
	DATE			
	DATE			
	DATE			
	DATE			
	DATE			
	DATE			
DOWN BY:	NCW	APPO BY:	DPV	
DATE: Jan 6, 2023				
SCALE: 1" = 60'				
PROJ. NO: 22-9098				
TOWN, NG: <i>E2</i>				

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #10 with LOR Engineering dba Cochran Engineering to design the Rockaway Lift Station Emergency Storage for an amount not to exceed \$66,000. *First Reading*

Requested Action:

First Reading of Bill #24-11

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get the engineers started on the design as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Lift Station Improvements

FY2024 Budgeted Amount: \$3,510,460

FY2024 Expenditures to Date (02/05/24): (\$ 0.00)

FY2024 Available: \$3,510,460

FY2024 Requested Amount: \$66,000

Department Comments and Recommendation:

This agreement will allow the engineers to begin working on the design of the new wastewater storage facility that will be located on the Rockaway Lift Station site. The FY2024 budget for the design/ engineering for this project is 70,000. Actual cost will be \$66,000. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-11 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING TO DESIGN THE ROCKAWAY LIFT STATION EMERGENCY STORAGE FOR AN AMOUNT NOT TO EXCEED \$66,000.00.

WHEREAS, the City desires to enter into Supplemental Agreement No. 9 to, extend, the original agreement.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign a contract with Cochran Engineering to assist with the city with to design the Rockaway Lift Sation Emergency Storage, under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Sixty Six Thousand Dollars. (\$66,000.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.11 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.11.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

SUPPLEMENTAL AGREEMENT #10 –

LUMP SUM PROPOSAL

January 30, 2024

This Supplemental Agreement is made part of the Contract dated May 4, 2023 between the **City of Osage Beach** and LOR Engineering, LLC dba **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to prepare **Construction Drawings for the Rockaway Lift Station Emergency Storage**. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF WORK:

1. Provide Topographic Survey of the project area as needed for design of the project.
2. Design of Emergency Basin Storage for the Rockaway Lift Station. We anticipate an open air concrete storage basin with a holding volume of approximately 150,000 gallons. Design will include all structural, mechanical and piping needed for this project.
3. Prepare 30%, 60%, and 90% plans for owner review and approval. Plans will be prepared in accordance with Missouri Department of Natural Resources and Owner requirements.
4. Permitting with the Missouri Department of Natural Resources to obtain a Construction Permit. Cochran will prepare the MDNR construction permit application for signature by Owner.
5. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents) and technical specifications.
6. Prepare final engineer's cost estimate. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation.

ENGINEERING SERVICES NOT INCLUDED:

1. Environmental / Wetlands / Jurisdictional Streams / Endangered Species / Archeological Studies or Reports
2. Permit and Recording Fees
3. Construction Administration/Inspection/Stakeout (These tasks will be completed in 2025)
4. Boundary Survey
5. Easement document preparation and acquisition
6. Control Panel Upgrades
7. Architectural Services

FEE:

The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of **\$66,000.00**.

Supplemental Agreement No. 10 accepted as defined herein:

Sincerely,



David Van Leer, P.E.

Acceptance:
City of Osage Beach

By: _____

Title: _____

Date: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Jeana Woods, City Administrator
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to approve deviations from City Code Chapter 410, Article VI Storm Water and Drainage and the Osage Beach Design Guidelines Section 4 - Storm Drainage as adopted by City Code, as requested by the developer for the Beach Drive Roadway Project.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances; therefore, Board of Aldermen authorization to deviate from said adopted ordinances.

Deadline for Action:

Yes - Project by developer is current in progress.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Engineering Department Comments:

The developer is requesting permission to use alternate BMPs for erosion control, deviating from the current details outlined in Osage Beach Design Guidelines Section IV - Storm Drainage, specifically section *Erosion & Sediment Control Plan*, A.4.a. regarding wire-backed silt fencing and mulch berms.

City Engineer Comments:

The updated Stormwater Design Guidelines were approved on October 19, 2023 by the Board of Alderman. These stormwater design guideline revisions were a result of specific direction given by the Alderman at a strategic planning session held on June 27, 2023. The revised stormwater guidelines were prepared under the direction of the

Board of Alderman with the intent to provide more stringent requirements with regard to erosion and sediment control. The goal of the revisions is to improve protection of properties adjacent to construction and improve protection of the Lake of the Ozarks.

Cochran approved the Beach Drive Plans, including the Sediment and Erosion Control Plan, on January 3, 2023. The plans approved on January 3, 2023 comply with the revised stormwater design guidelines. On February 12, 2024, a revised Sediment and Erosion Control Plan was submitted by Alpha. The revised plan was submitted requesting a variance from the approved stormwater design guidelines. Alpha is requesting to use mulch berms in certain areas in lieu of wire backed silt fence with steel tee posts. The stormwater design guidelines were developed to address typical projects in Osage Beach which we would expect to primarily consist of residential and commercial development. With residential and commercial construction, we would expect larger disturbed areas than will be seen on the Beach Drive project. Larger disturbed areas create more potential for erosion. Additionally this project is unique in that the developer also owns several properties adjacent to the project.

Cochran believes the revised Sediment and Erosion Control Plan submitted by Alpha on February 12, 2024 has a reasonable degree of probability to protect properties adjacent to Beach Drive and protect the Lake of the Ozarks.

City Attorney Comments:

Not Applicable

City Administrator Comments:

The developer has approached the City requesting deviations from the recent City Code and Design Guideline changes specifically regarding storm water design guidelines and their Erosion and Sediment Control Plans and Storm Drainage Plans regarding the Beach Drive Roadway Project. Changes to the applicable City Code were approved by the Board of Aldermen last October. Staff does not have the authority to deviate from specific engineering aspects, including determining applicable alternative methods in meeting design guidelines, as was in the previous City Code regarding erosion and storm drainage; therefore, direct Board of Aldermen consideration/approval is required.

Enclosures: Bill 23.74 adopted and effective October 19, 2023; Osage Beach Design Guidelines Section 4 - Storm Drainage revised October 2023.

Further details on specific deviation requests from the developer will be provided and added to this agenda item prior to the meeting date of February 15, 2024, but no later than 48 hours from said meeting date.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

(Revised October 2023)

OVERVIEW

Storm runoff accumulates pollutants, sediment, and debris as it flows over the landscape until it reaches a receiving waterway - the Lake of the Ozarks. These pollutants, sediments, and debris include oils and petroleum residues, animal refuse, garbage, organic debris from vegetation, silts, sands, and other objectionable materials. The U.S. Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources, Water Pollution Control Division, considers these pollutants to have adverse effects upon the human and aquatic life that uses the lake for habitat or recreational needs. The water quality of the Lake of the Ozarks is vital to the health and economic well being of our residents, visitors, and community.

Storm drainage within the City of Osage Beach falls under regulatory authority of the U.S. Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR). The provisions of the U.S. Clean Water Act of 1978, Section 402 mandates the National Pollutant Discharge Elimination System (NPDES) and requires permitting for specific types of non-point pollutant sources under Phase II (Final Rule dated December, 1999) for areas where more than one acre of natural ground cover is disturbed. In addition, it mandates other control measures for designated cities, industries, and locations. The City of Osage Beach is not currently designated as a small city with a separate storm water system (MS4) or required to have a NPDES Permit. Several of the Phase II requirements do apply to the City. It is the policy of the City to reduce the contamination of the Lake of the Ozarks to comply with NPDES Phase II to the extent practicable for the city

The City of Osage Beach complies with these requirements through City Code, Title IV Land Use, Section 410.340, 410.350, 410.360, and 410.370 and the applicable portions of the Osage Beach Design Guidelines.

GOALS AND OBJECTIVES

The goal and objective of the City of Osage Beach's Storm Water Management Plan is to manage storm water drainage within the city limits so as to minimize the pollution of the Lake of the Ozarks and to prevent storm water run-off damage to the maximum extent practicable.

The primary source of visible pollutants during storm runoff is through sediment and debris picked up on construction sites or locations where the natural vegetation has been removed. The major secondary source is through volatile fuels, oils, animal wastes, and refuse picked up by storm runoff as it flows off large parking areas, roofs and over the terrain in route to the lake. These sources of contamination will be addressed separately through the application of a Sediment Control Plan and/or a Storm Drainage Plan.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

Recent developments in the Storm Drainage Compliance area have lead to the development of “Best Management Practices” (BMP’s) and less emphasis on retention facilities. Also the trend is toward reduction of contamination by: 1) reducing the quantity of storm water runoff, 2) reducing or removing the contamination of the runoff, and 3) by conveying the storm run-off without further contamination.

Our goal is to reduce the pollution of the lake through public education, awareness, and the application of MoDNR Best Management Practices (BMP’s). Our immediate objective is to manage the storm drainage system to reduce collectable sediment or pollutants entering the lake and/or causing damage to adjacent or downstream properties.

The following design guidelines will establish the minimum steps or procedures required to reach these goals and objectives.

EROSION & SEDIMENT CONTROL PLAN

- A. The Erosion and Sediment Control Plan shall be submitted as a part of the building permit process and shall be reviewed and approved by the City Engineer prior to the start of any onsite work for any and all projects involving two or more lots or ½ acre, whichever shall be the smaller.

Note: The MoDNR requires a Land Disturbance Permit for construction disturbance activities of one or more acres. Permitting with MoDNR is the responsibility of the property owner or their representative.

1. The Sediment Control Plan must be prepared by a Registered Professional Engineer in the State of Missouri stating the goals of the plan and depicting the locations and details of the construction of all sediment control devices to be utilized on the project during construction.
2. The plan shall clearly set out the contractor’s schedule and requirements for maintaining the integrity of the plan.
3. The primary goal of the plan is to assure that no visible or measurable sediment or debris is allowed to leave the developed area.
4. The devices and measures utilized shall follow the recommended “Best Management Practices” as described in the publication “Protecting Water Quality” by MDNR and as directed herein. At the minimum the following shall be required:
 - a. Wire backed silt fencing with steel tee-posts shall be installed around the downhill edges of the disturbed area.
 - b. Earth berms and swales shall be used to reduce sheet flow volumes and velocities.
 - c. Straw bale check dams, earth berms and other BMP’s shall be utilized as necessary to prevent run-off from carrying sediment and debris off site.
 - d. Check dams or other BMP’s shall be used to reduce velocities in areas of concentrated flow.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

- e. Approved engineering fabric or erosion control matting shall be used in all drainage courses or ditches where flow velocities exceed 5 fps. Velocities shall be calculated and included with permit submittal.
 - f. All denuded slopes or embankments shall be protected from erosion by the installation of earthen berms, straw bale dikes, or other appropriate BMP's.
 - g. Temporary catch basins, drop inlets and/or storm drains (culverts) shall be utilized as necessary to convey concentrated flow and prevent erosion.
 - h. Temporary sediment basins shall be provided for each drainage area with one or more acres disturbed at one time. Basins shall be maintained until final stabilization is achieved as approved by the City Engineer. Each sediment basin shall be sized, at a minimum, to provide a total storage volume of 4,000 cubic feet per acre of contributing area. The sediment basin shall include an outlet structure designed for the slow release of stored runoff to allow for sedimentation in the basin. A perforated riser wrapped in filter fabric and covered with a mound of clean 2-inch stone is the City's preferred outlet structure.
 - i. Depict existing and proposed contours.
 - j. Clearly depict the entire drainage area effecting the development site including downstream areas that will be affected by storm water run-off or drainage and upstream areas that contribute to the site.
 - k. The installation of all BMP's shall be inspected and approved by the City Engineer and the Engineer of Record prior to commencing land disturbance activities. The Engineer of Record shall provide a letter to the City stating he or she approves the installation of the BMP's. Phased projects may require multiple approvals.
 - l. Where soil disturbing activities on site have ceased either temporarily or permanently and will not resume for a period of 14 calendar days, stabilization shall be initiated immediately and completed within 14 calendar days. All denuded slopes or areas shall be reseeded with appropriate seed, fertilizer, and for final stabilization, approved slope stabilization fabric or stone armoring shall be installed on all slopes steeper than 3:1.
 - m. Phased clearing and grading of sites is encouraged to minimize denuded areas and potential for erosion.
5. In the event that the plan is deficient or inadequate to prevent sediment escaping the jobsite, the Owner/Developer shall immediately take any and all measures necessary to stop and prevent further contamination, and to clean up contaminated areas.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

All calculation necessary for the Erosion and Sediment Control Plan shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

The City's Standard Erosion and Sediment Control Plan Note Block shall be included on the Plans prior to approval.

STORM DRAINAGE PLAN

- A. A Storm Drainage Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction or clearing for construction disturbs an area exceeding two lots or one half acre, whichever shall be the smaller.
1. The Storm Drainage Plan shall be prepared by a Registered Professional Engineer in the state of Missouri stating the goals of the plan and depicting the locations and details of construction of all permanent sediment and drainage control devices, and post construction BMP's, to be utilized in the plan. The Storm Drainage Plan shall depict permanent drainage structures and post-construction BMP's.
 2. The plan shall clearly state owners schedule and requirements for maintaining the components of the system.
 3. The devices and measures utilized shall follow the recommended "Best Management Practices" as described in the publication "Protecting Water Quality" by and available through MDNR, the City of Osage Beach City Code and the City of Osage Beach Design Guidelines
 4. At the minimum the Storm Drainage Plan shall provide the following technical data:
 - a. Clearly depict all permanent drainage structures, conveyance devices, and post construction BMP's.
 - b. Clearly depict the entire drainage area effecting the development site including downstream areas that will be affected by storm water run-off or drainage and upstream areas that contribute to the site.
 - c. Accurately calculate the anticipated storm run-off from a theoretical twenty-five (25) year storm event. Storm duration shall be calculated to correspond to the time of concentration for the tributary drainage area.
 - d. Determine the anticipated flows and capacities of all channels, culverts and conveyance devices. Conveyance structures shall be designed utilizing the criteria in A.4.c of this Section.
 - e. Clearly identify and provide flow data for all velocity control and/or energy dissipation devices.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

5. At the minimum the Storm Drainage Plan shall provide the following post construction sediment and drainage controls:
 - a. Provide removal or containment of all silt, sediment, and debris carried onto or across the development so as to assure that no silt, sediment, or debris is allowed off the developed area. See Post Construction Water Quality.
 - b. Assure that all storm run-off is controlled such that no damage will occur to adjacent downstream properties or facilities. Stormwater detention requirements are as follows:
 1. The rates (pre-developed and post-developed) of runoff shall be determined for the 2-year, 25-year and 100-year rainfall frequencies. The storm duration shall be calculated to correspond to the time of concentration of the tributary area. Minimum storm duration shall be 20 minutes.
 2. Storm water shall be detained on site or on adjacent property under agreement and released at the rate of an undeveloped site for the above frequencies and minimum duration to prevent possible flooding and erosion downstream.
 3. In the event the natural downstream channel or storm sewer system is inadequate to accommodate the release rate provided above, then the allowable release rate shall be reduced to that rate permitted by the capacity of the downstream channel or storm sewer system.
 4. Detention basin volume and outlet structure will be based on routing each post-developed runoff through the detention facility while not exceeding the pre-developed run-off. The routing computation shall be based on an application of the continuity principle. The discharge rate shall be based on the maximum head conditions in the detention facility.
 5. Project site discharging via right-of-way, easement, or land owned by developer to the Lake of the Ozarks shall be exempt from stormwater detention requirements.
 6. Project sites with a differential runoff of less than 2 cfs for the 25-year event shall be exempt from stormwater detention requirements.
 7. All calculations necessary for stormwater detention design shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in report format.
 - c. Where parking areas for more than twenty cars exist provide for removal of oils, grease and volatile wastes to the maximum practicable extent by the use of post construction BMP's.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

- d. Assure that conveyance discharges into the Lake of the Ozarks will have a velocity of less than 5 fps.

This can be accomplished by the use of BMP's, filtration devices, retainage and sedimentation collection basins, filtered curb inlets/manholes or other devices as approved by the City Engineer.

STORM DRAINAGE COMPUTATIONS

A. The Rational Method shall be used for computation of stormwater run-off.

1. The base storm event for computation of run-off volumes shall be a twenty five-year (25) storm event.
2. The Rational Method of computation shall be used as herein.

$$Q=CIA$$

Where:

- Q = Peak runoff in cubic feet per second (cfs)
I = Rainfall Intensity.¹
A = Area of watershed in acres. This area includes the actual area drained through or in addition to the developed area.
C = Coefficient (weighted by area)²

¹ Storm duration shall be calculated to correspond to the time of concentration for the tributary drainage area.

²Values of C categorized by surface:

<u>Surface Type</u>	<u>Value of C</u>
Impervious (asphalt pavement, concrete pavement, stone/rock surfaces, rooftops, etc.)	0.95
Pervious (greenspace, lawns, unimproved areas)	0.35

If more than one surface type is included in the drainage area, the designer shall calculate the weighted coefficient for use in runoff calculations.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the state of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

DESIGN OF DRAINAGE STRUCTURES AND DEVICES

- A. Culverts and Storm Drainage Piping Systems shall be designed using the Manning equation for open channel flow. Inlet conditions should be investigated and openings designed to handle the peak runoff condition. In addition, the following conditions shall be met:
1. The minimum pipe size shall be 18-inch diameter.
 2. Bedding shall be installed around the pipe from 4 inches below to 12 inches above the pipe. Bedding shall be nominal ½ inch minus crushed rock conforming to MoDOT Type 5 aggregate.
 3. The minimum grade shall guarantee a minimum velocity of 2.0 fps.
 4. Manholes or inlets shall be constructed at not more than 350-foot intervals and at all bends and changes of grade.
 5. All pipe shall be run true to line and grade between manholes or inlets.
 6. Outlets shall have intrusion gates to prevent entry by children or animals.
 7. Outlets shall end in an energy-dissipating device that will reduce the outlet flow velocity to less than 5 fps.
 8. Piping shall be designed to sustain any anticipated loading conditions
- B. Curb Inlets of the “Kansas City Type” are preferred. See Drawing No. IV-11
1. The length of Curb Inlet opening shall be determined as in Chapter IX of the MoDOT Project Development Manual.
 2. Floor of Inlet shall be shaped with invert to provide smooth flow.
 3. Locate manhole ring and cover over outlet.
 4. Each Inlet shall have cast iron steps spaced at 1’-4” centers vertically.
 5. Bevel all exposed edges with ¾” chamfer or ½” tooled edge.
 6. On grade Inlets shall conform to the street grade and sump Inlets shall be level.
 7. The length plus the width shall not exceed 15’ without special design.
 8. Each Inlet shall be placed on a 4” compacted aggregate base.
 9. Each Inlet shall have a steel inlet frame.
 10. Each Inlet shall be designed to sustain any anticipated loading conditions. In no case shall materials and design not be sufficient to support an ASHTO HS-20 loading.
 11. Transition curb in 10’ on upstream side of inlet and in 5’ on the downstream side. 10’ transition on both sides for sump inlet. See detail.
- C. Open Channel Design
1. Open Channel Drainage shall be designed using the Mannings Equation for open channel flow. The channel shape maybe trapezoidal, rectangular or circular at the designer’s discretion.
 - a. The channel depth shall be designed so that the peak runoff flow will be accommodated at 2/3rd of the channel depth.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

- b. Where channel depth will exceed one foot, a trapezoidal section with a maximum of 1:1 side slopes shall be used.
- c. Where flow velocity will exceed 2 fps engineering fabric or erosion mat shall be utilized. Selected fabric or mat shall be rated for the intended application. Velocities shall be calculated and included with permit submittal.
- d. Where velocity will exceed 5 fps riprap shall be installed to eliminate scouring. See Drawing No. IV-7. Velocities shall be calculated and included with permit submittal.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the State of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

POST CONSTRUCTION WATER QUALITY

1. It shall be required that appropriate filtration methods are used in order to assure that silt, sediment, and debris do not get into the conveyed storm drainage flow. Parking areas, roof tops and other similar surfaces (not including single or two family residential), will require the collection and isolation of silts, sediments, debris, oils, and volatile materials. Also see Storm Drainage Plan A.5.c. New developments that disturb less than 1 acre and are not part of a larger common plan of development that will disturb 1 or more acres over the life of the project are not required to meet the post construction water quality requirement. Water quality requirements shall not apply to City streets or new constructed streets to be dedicated to the City.

Approved filtering systems are as follows:

2. Fabricated Filtration Manholes or Curb Inlets
 - a. Several patented filtration devices are now available that can effectively reduce sediment discharges such as:
 - 1) Treatment systems such as Stormceptor
 - 2) Catch Basin or Curb Inlet inserts such as FloGard manufactured by Hancor, Inc. or Hydro-Kleen manufactured by ACF Environmental.
 - 4) Or several non-patented devices by various highway departments, etc.
3. Post Construction Sediment Basin
 - a. Sediment Basin volume, or WQV, shall be based on the following calculation:

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

$$WQV (ft^3) = (P/12)(R_v)(A*43,560)$$

Where

P = rainfall depth = 1 inch

R_v = volumetric runoff coefficient = $0.05 + 0.009I$

I = percent impervious cover (in percent, e.g. 80% = 80)

A = total site area in acres

- b. The inlet should be designed to prevent short-circuiting between entrance and discharge to the maximum extent practicable. This can be accomplished by providing baffles in the channel, turns in the channel, etc.
- c. The shape of the storage basin should allow for easy cleanout of sediment and debris. Proper maintenance is the responsibility of the property owner. Terrain and other site conditions will tend to dictate the shape of the facility. Sediment Basins with water depth greater than 4' shall be fenced for safety.
- d. The sediment basin shall include an outlet structure designed for the slow release of stored runoff to allow for sedimentation in the basin. A perforated riser wrapped in filter fabric and covered with a mound of clean 2-inch stone is the City's preferred outlet structure. Basin shall be designed to prevent permanent standing water.

The details of the design are at the discretion of the designer subject to approval of the City Engineer.

All stormwater calculation shall be signed and sealed by an Engineer licensed in the state of Missouri and submitted with the permit application for review by the City Engineer. Calculations shall be prepared in a report format.

CONSTRUCTION MATERIALS

- A. See Drainage ditches maybe stabilized earth, riprap, concrete, or other durable material.
- B. Retention basin inlets, basin, and outlet structures maybe of any durable material subject to the approval of the City Engineer.
- C. Storm drainage pipe and culvert pipe shall be reinforced concrete, or dual wall polypropylene pipe.
 1. All pipes at a minimum must be capable of sustaining an ASHTO HS-20 loading.
 2. The use of polypropylene pipe for storm drainage at drop inlets or in areas where leaf burning is allowed is prohibited.

Design Guidelines
City of Osage Beach
SECTION 4 - STORM DRAINAGE

D. Curb Inlets

1. Shall be prefabricated or cast-in-place.
 - a. Shall be place on a 4" compacted aggregate base.
 - b. Reinforcement in footing shall be #4 bars on 6" centers both ways.
 - c. Reinforcement in walls shall be #4 bars on 12" centers both ways.
 - d. Reinforcement in lid shall be a minimum of six #4 bars placed at 45 degree angle. See detail.
2. Shall have a 10" throat galvanized steel inlet frame.
3. Cast iron manhole ring and cover, Neenah R-1537 or approved equal.
4. Cast iron step, Clay & Bailey No. 2101 or approved equal.

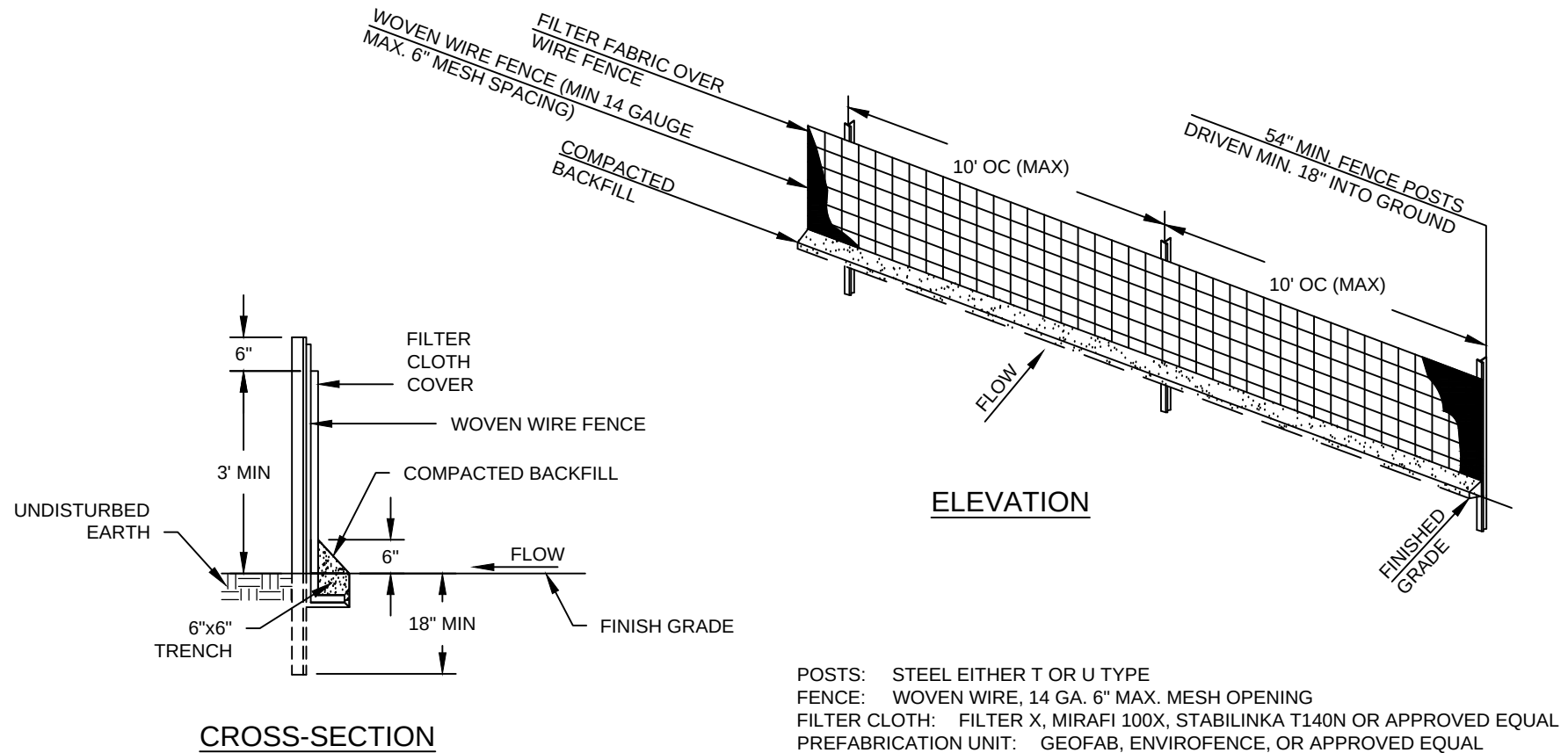
STORM DRAINAGE CONSTRUCTION DETAIL DRAWINGS

Construction details and sketches are attached.

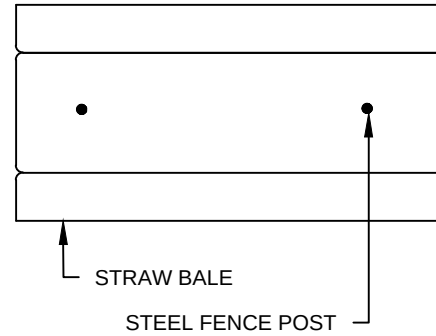
END

NOTES:

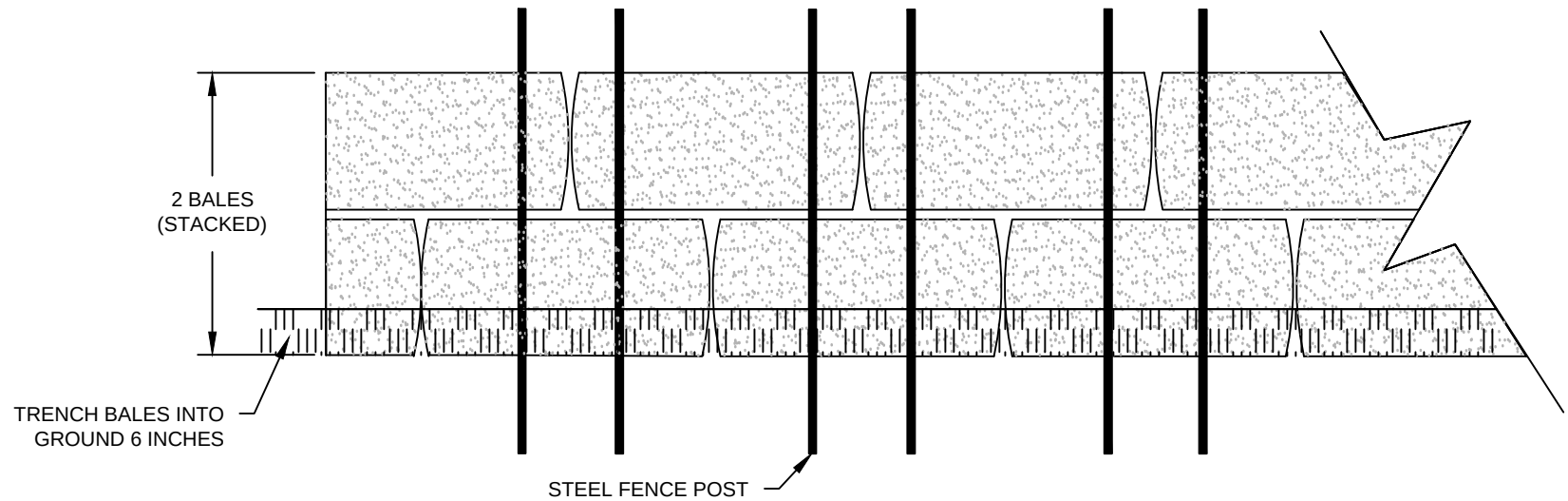
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL SILT FENCE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-1

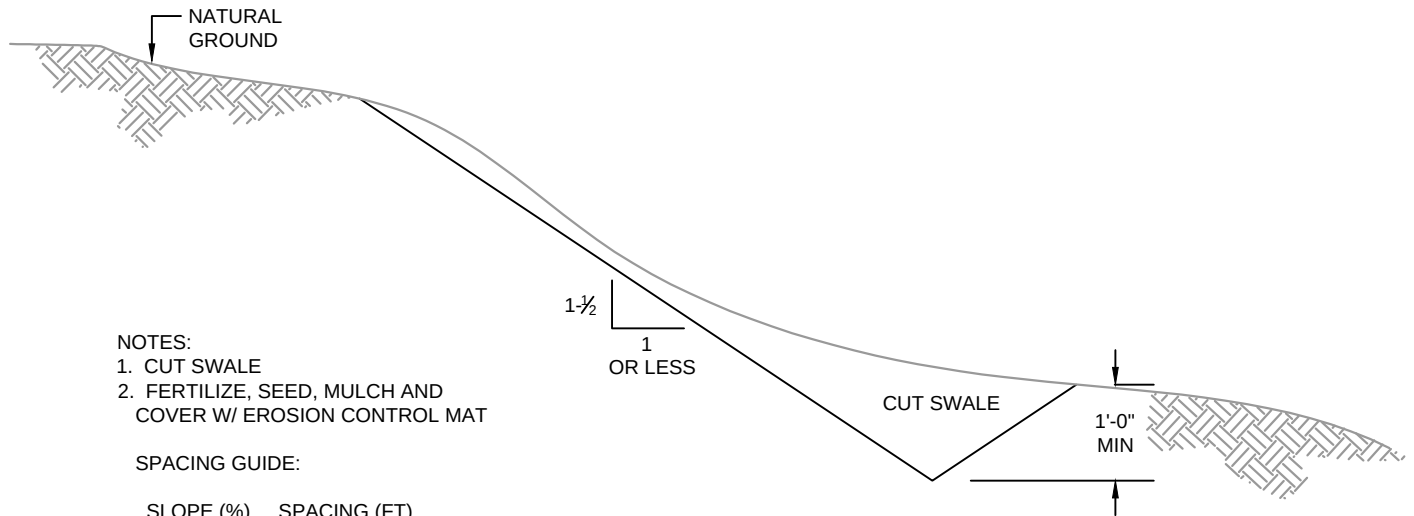


PLAN



FRONT

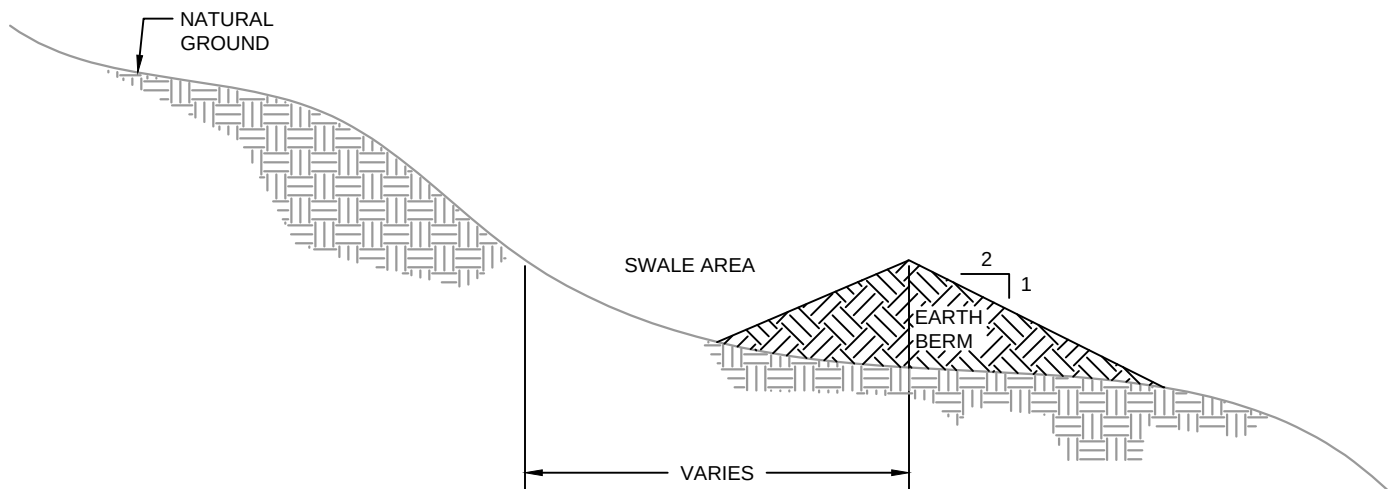
Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL STRAW BALE CHECK FENCE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-2



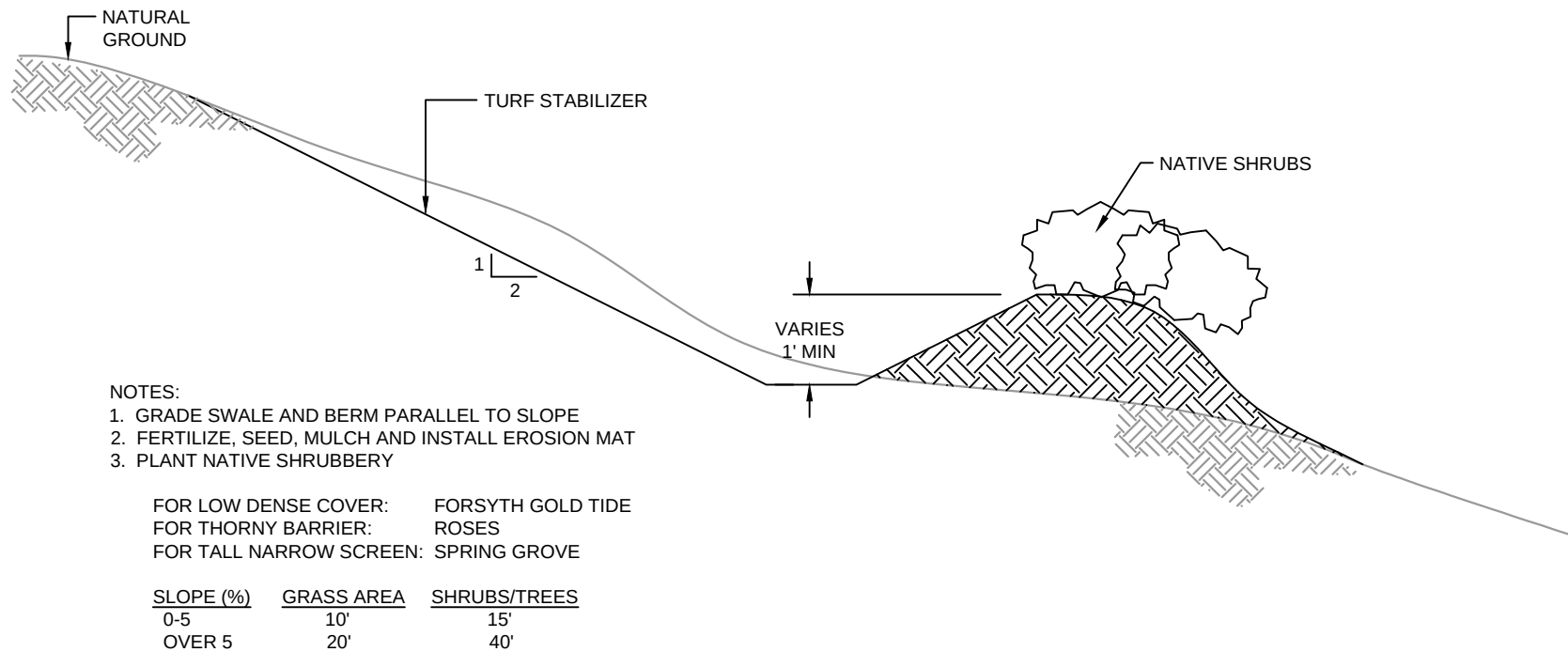
- NOTES:
 1. CUT SWALE
 2. FERTILIZE, SEED, MULCH AND COVER W/ EROSION CONTROL MAT

SPACING GUIDE:

SLOPE (%)	SPACING (FT)
33-50	20
25-33	40
15-25	60
10-15	80
6-10	120
3-6	200

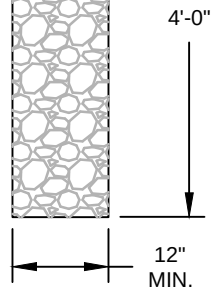


Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL SWALE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-3



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL VEGETATION BARRIER & SWALE	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-4

CLEAN ¾" MINUS
AGGREGATE



NOTES:

1. FIELD TEST TO DETERMINE INFILTRATION RATE ± 1 GAL/SF/MIN
2. DO NOT USE ABOVE RETAINING WALLS, BASEMENTS OR OTHER GROUND WATER SENSITIVE LOCATIONS

Date Revised:
March, 2014

By:
SH

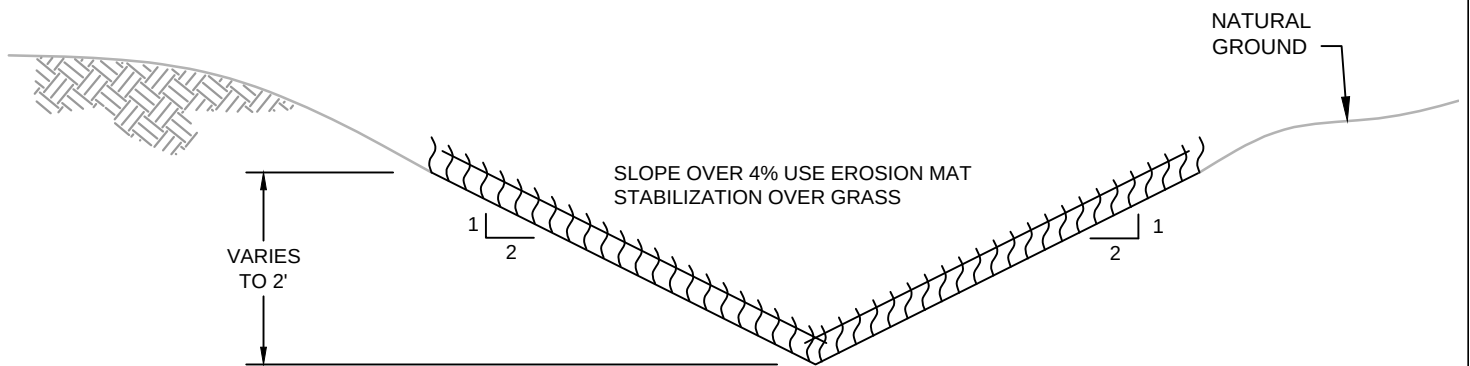
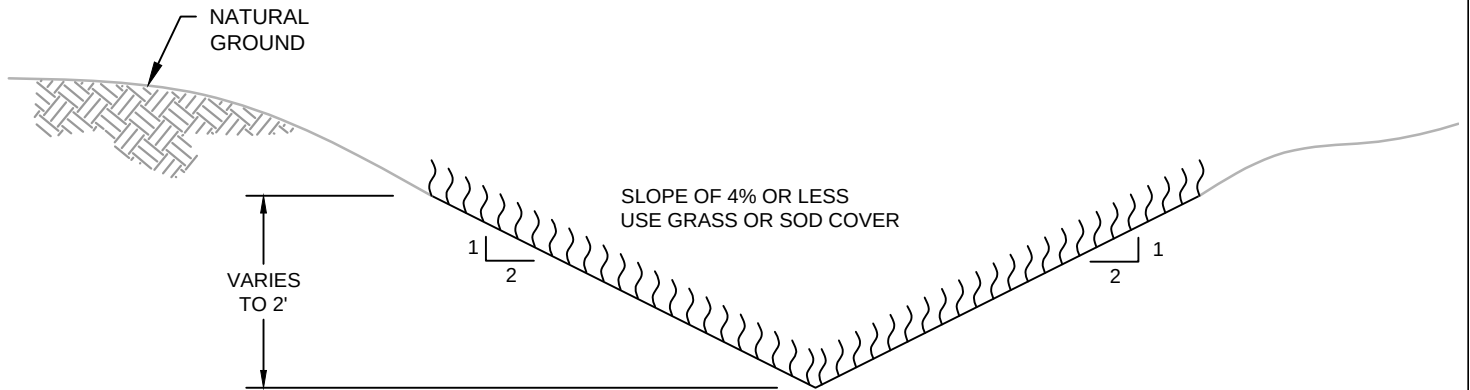
Checked By:
JB

CITY OF OSAGE BEACH
TYPICAL DETAIL
INFILTRATION TRENCH

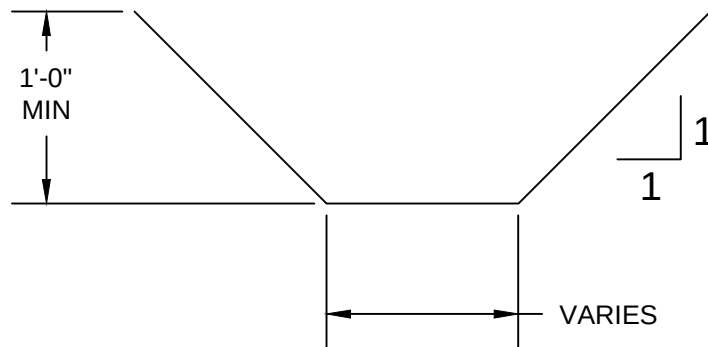
Design Guideline:
SECTION 4

STORM DRAINAGE

Drawing No:
IV-5



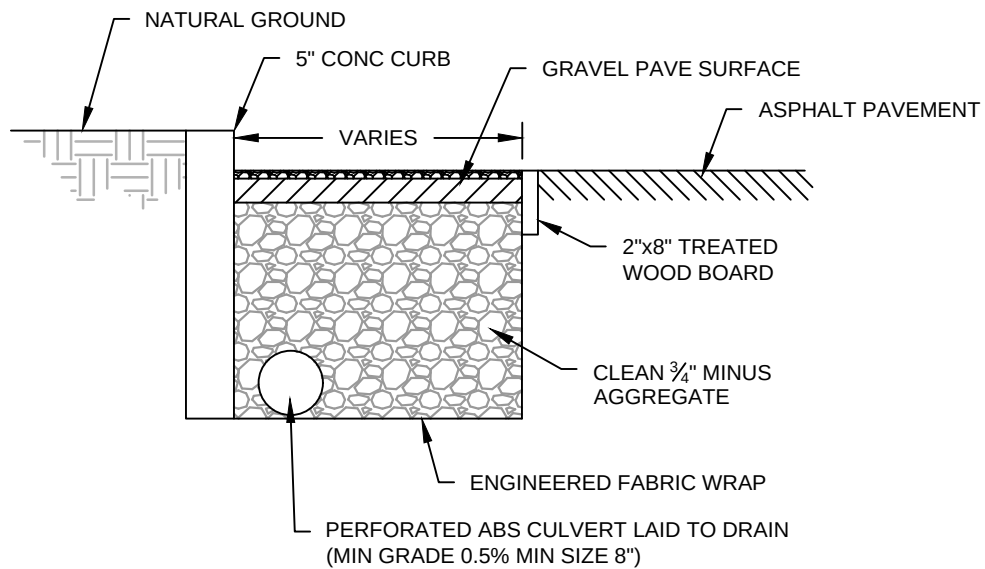
Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL DRAINAGE SWALE-GRASS OR TURF	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-6



NOTES:

1. VELOCITY LESS THAN 2 FPS - GRASS OR TURF
2. VELOCITY 2-5 FPS - TURF AND EROSION MAT
3. VELOCITY OVER 5 FPS - RIP-RAP MIN SIZE 3" SMALLEST DIMENSION

Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL OPEN DRAINAGE CHANNEL	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-7



NOTES:

1. WIDTH VARIES DEPENDENT UPON DRAINAGE AREA (PER MANUFACTURES RECOMMENDATION - 0.25 GPM/SF TARGET VALUE)
2. DIAMETER OF DRAIN DEPENDS ON FLOW
3. DEPTH DEPENDS ON SIZE OF DRAIN - MIN 16"

Date Revised:
March, 2014

By:
SH

Checked By:
JB

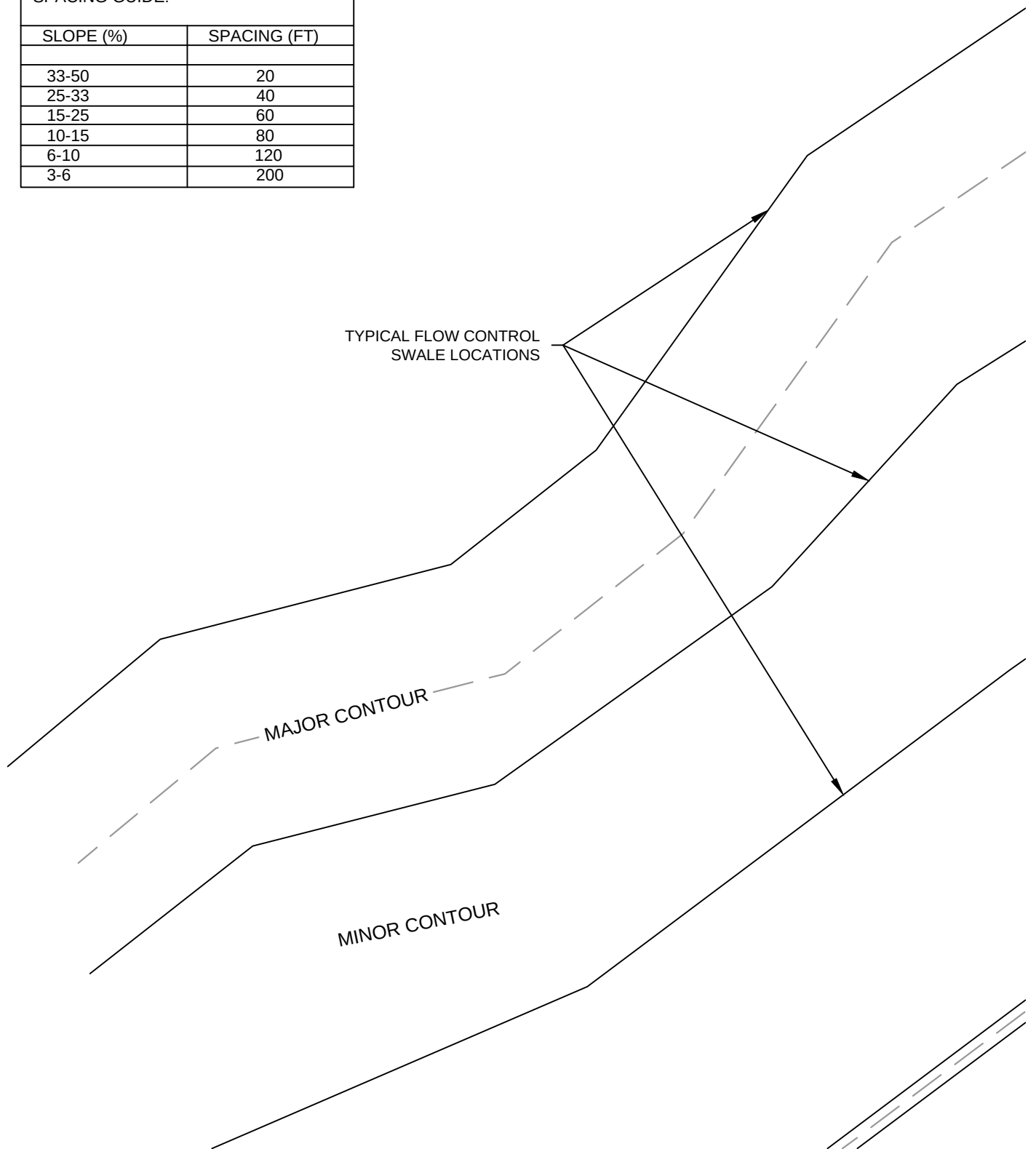
**CITY OF OSAGE BEACH
TYPICAL DETAIL
FILTER STRIP**

Design Guideline:
SECTION 4

STORM DRAINAGE

Drawing No:
IV-8

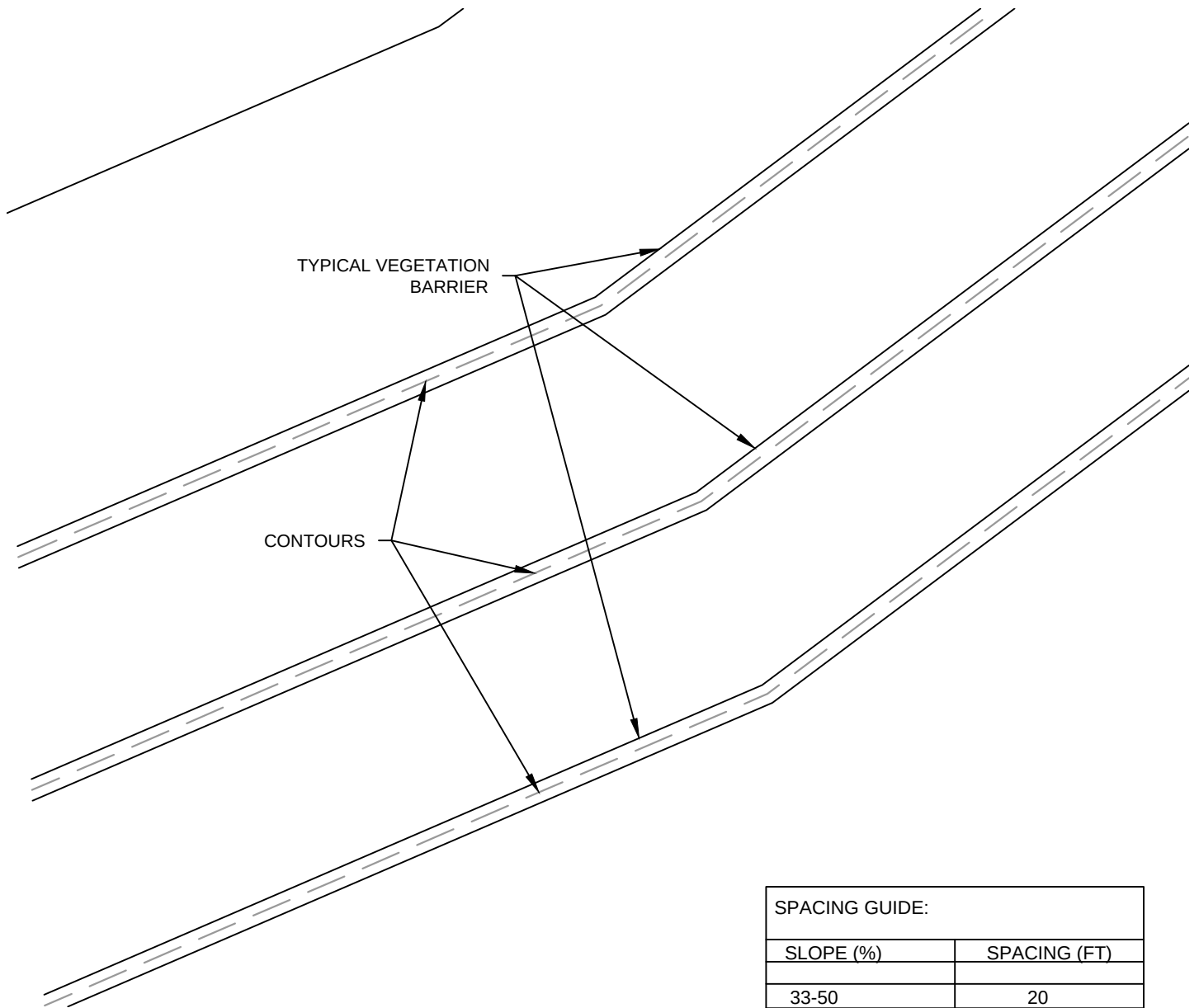
SPACING GUIDE:	
SLOPE (%)	SPACING (FT)
33-50	20
25-33	40
15-25	60
10-15	80
6-10	120
3-6	200



Date Revised:	March, 2014
By:	SH
Checked By:	JB

CITY OF OSAGE BEACH TYPICAL DETAIL SWALE LOCATION	

Design Guideline:	SECTION 4
	STORM DRAINAGE
Drawing No:	IV-9

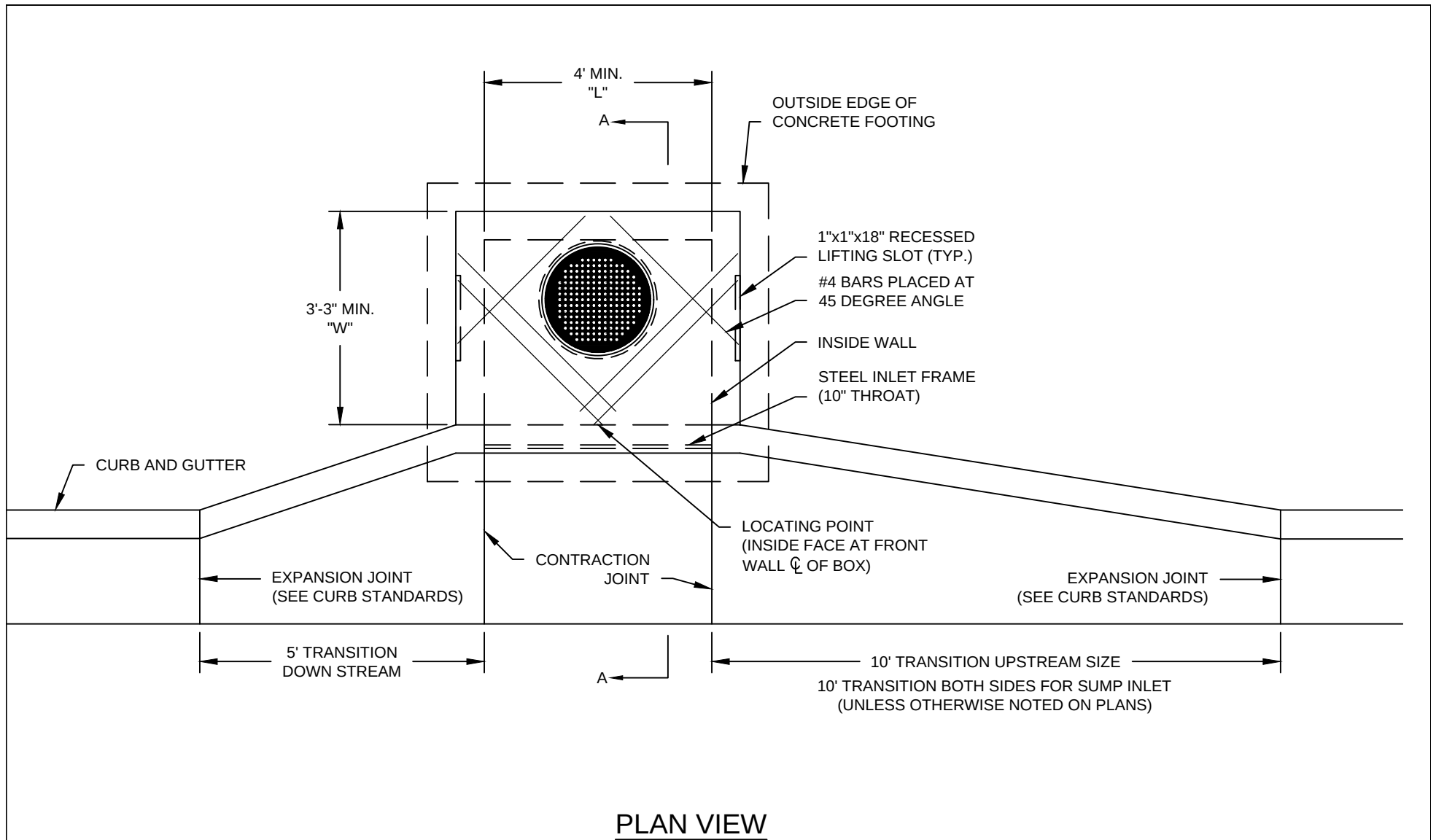


SPACING GUIDE:	
SLOPE (%)	SPACING (FT)
33-50	20
25-33	40
15-25	60
10-15	80
6-10	120
3-6	200

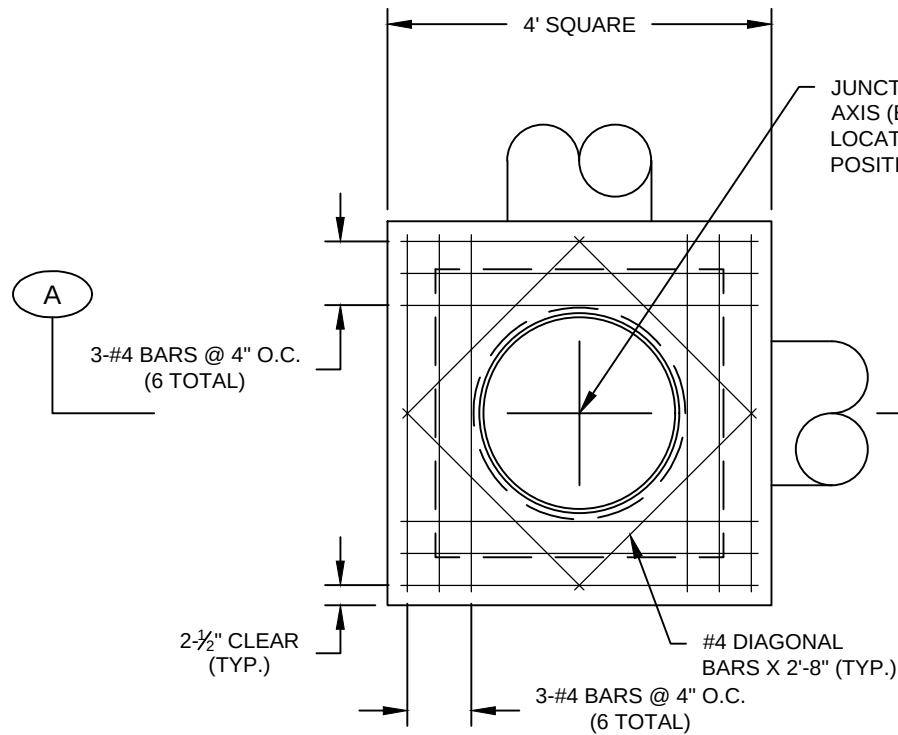
Date Revised:	March, 2014
By:	SH
Checked By:	JB

CITY OF OSAGE BEACH	
TYPICAL DETAIL	
VEGETATION BARRIER LOCATION	

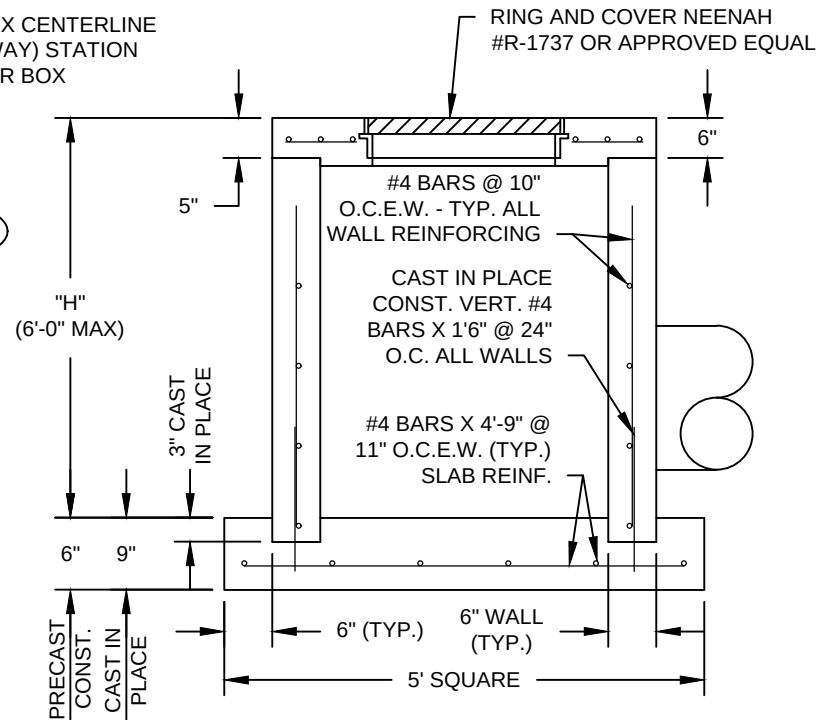
Design Guideline:	SECTION 4
	STORM DRAINAGE
Drawing No:	IV-10



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL CURB INLET	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-11

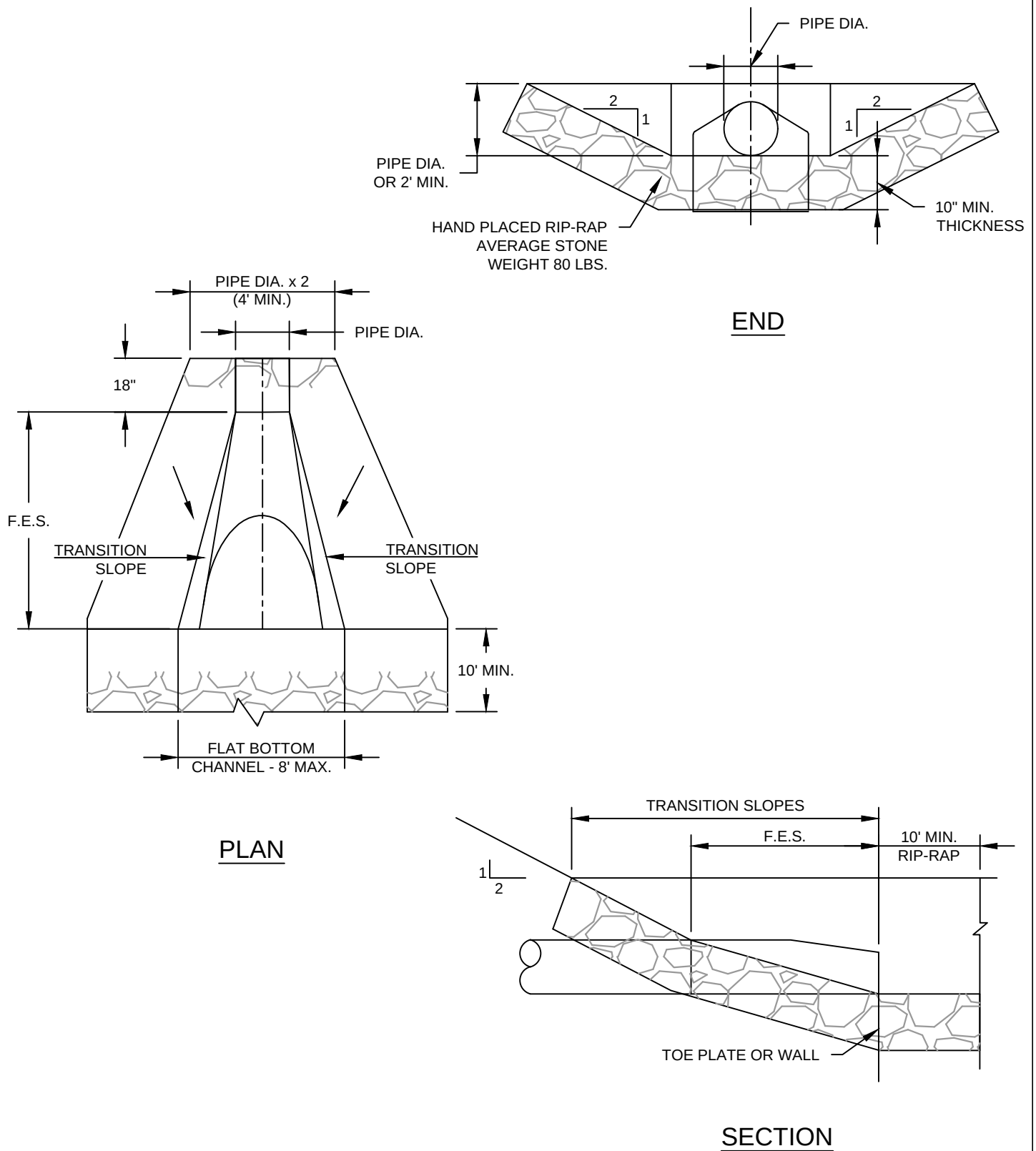


TOP - PLAN

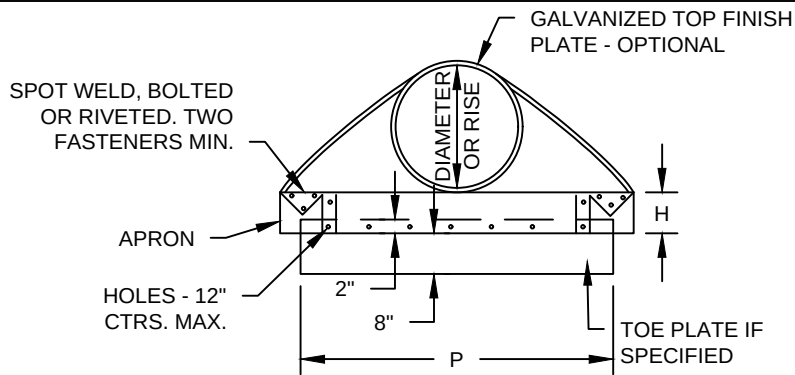


SECTION A-A

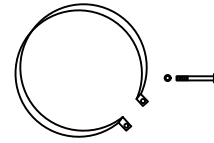
Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL JUNCTION BOX	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-13



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL FLARED END SECTION w/ RIP RAP	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-14

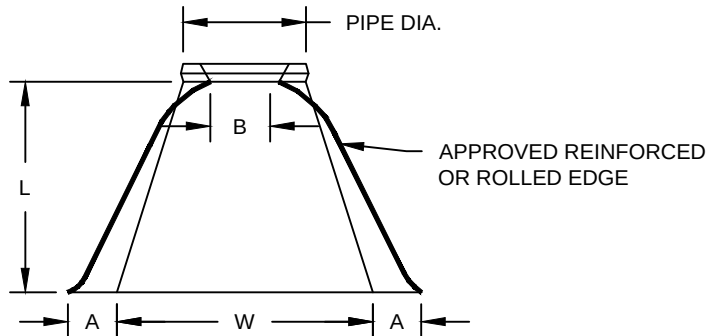


ELEVATION



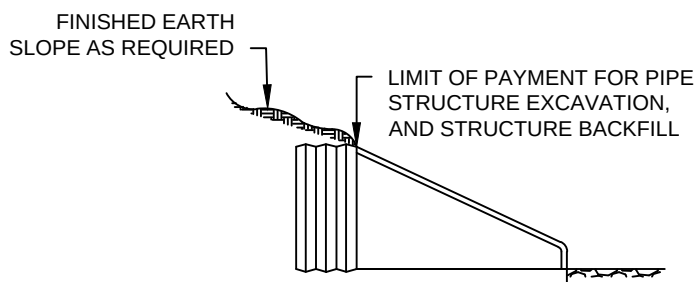
1 INCH WIDE 0.109" THICK CONNECTOR STRAP OF COMMERCIAL QUALITY STEEL. GALVANIZED WITH SAME WEIGHT COATING AS PIPE, AND 6" x 1/2" GALVANIZED BAND BOLT AND NUT. USE AS ALTERNATE ON CONNECTION.

CONNECTOR STRAP

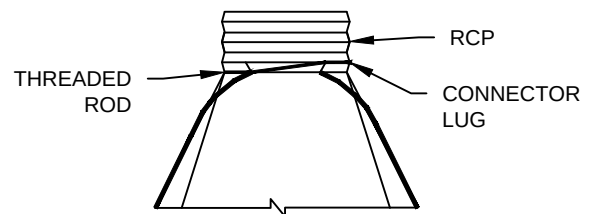


PLAN

END SECTION FOR ROUND PIPE								
PIPE DIA. (IN)	GALV. SHEET THICK (IN)	DIMENSIONS (IN)					APPROXIMATE SLOPE (V:H) (1:SLOPE)	TOE PLATE IF SPECIFIED P (IN)
		A 1" TOL.	B MAX.	H 1" TOL.	L 1-1/2" TOL.	W 2" TOL.		
18	0.064	8	10	6	31	36	2 - 1/2	46
21	0.064	9	12	6	36	42	2 - 1/2	52
24	0.064	10	13	6	41	48	2 - 1/2	58



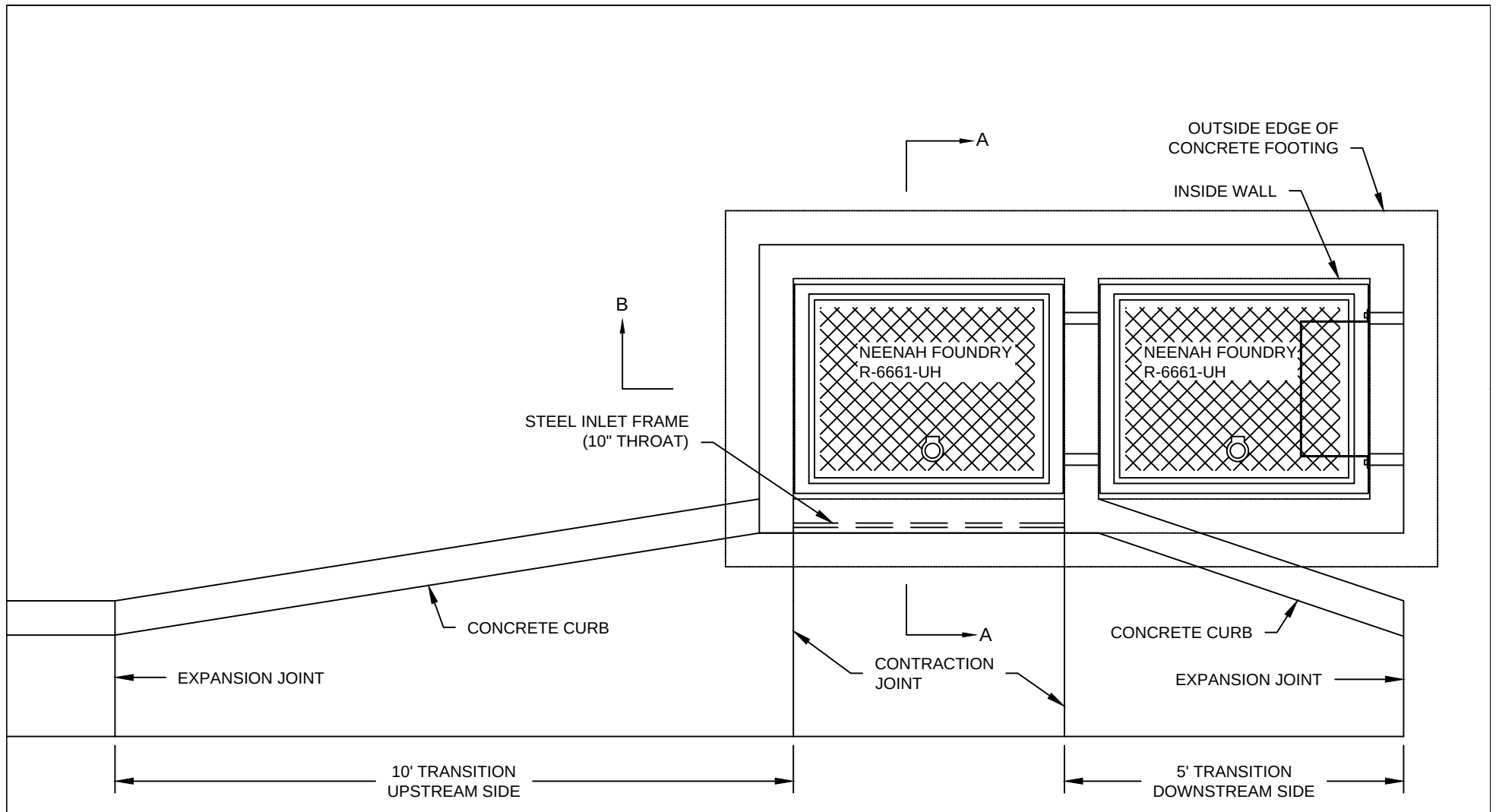
TYPICAL CROSS-SECTION



FOR 12" THRU 24" ROUND PIPE ONLY

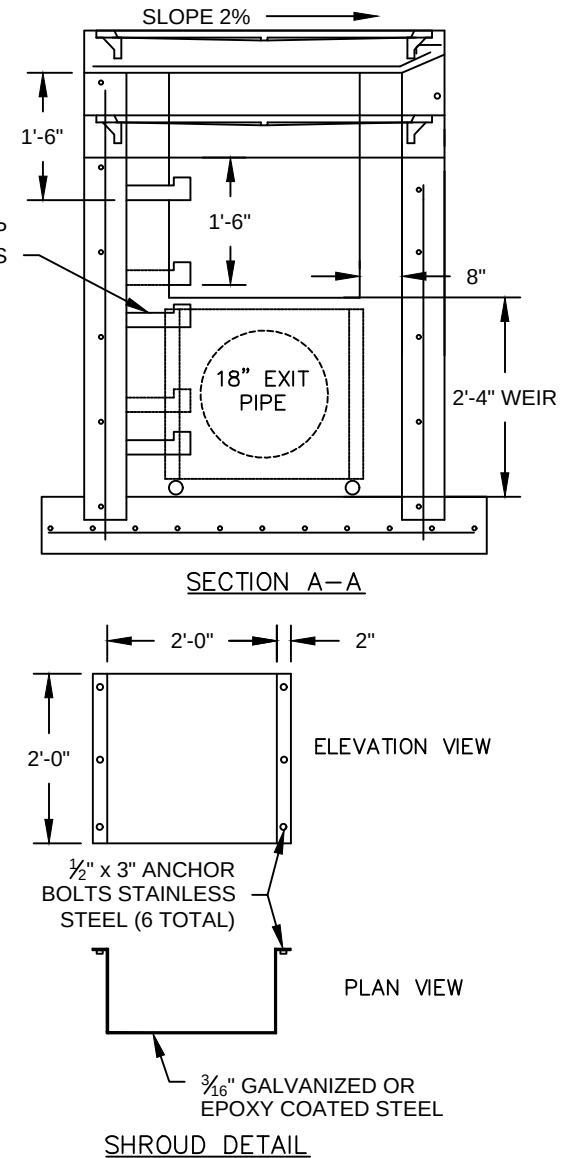
CONNECTION

Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL FLARED END SECTION	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-15



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL DISSIPATION BOX	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-16

1. BEVEL ALL EXPOSED EDGES WITH $\frac{3}{4}$ " CHAMFER OR $\frac{1}{2}$ " TOOLED EDGE.



Date Revised: March, 2014	CITY OF OSAGE BEACH TYPICAL DETAIL DISSIPATION BOX	Design Guideline: SECTION 4
By: SH		STORM DRAINAGE
Checked By: JB		Drawing No: IV-17

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADDING TO CHAPTER 100 GENERAL PROVISIONS SECTION 100.220 DESIGN GUIDELINES; AMENDING CHAPTER 410: ARTICLE IV DESIGN STANDARDS, SECTION 410.910 - BASIC STANDARDS; ARTICLE VI STORM WATER AND DRAINAGE – SECTION 410.350 – SCOPE; RENUMBERING OF ARTICLE VI STREET LIGHTING TO VII STREET LIGHTING.

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

Section is 1: The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates with amendments as set forth below with new material set out in **red** and deleted material struck as follows:

Chapter 100 – Article V – Design Guidelines

Section 100.220 Design Guidelines.

A certain document, one (1) copy of which is on file in the office of the City Clerk, being marked and designated as the Osage Beach design Guidelines, is hereby adopted as the code of the City of Osage Beach, Missouri, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement addition to, use or maintenance of various systems and improvements in the city of Osage Beach; and each and all of the regulations, provisions, conditions and terms of such document on file in the office of the City Clerk are hereby referred to adopted to and make apart hereof as if fully set out in the Article.

Chapter 410 – Article VI – Design Standards

Section 410.190 Basic Standards.

~~The basic design standards shall be as provided by the Osage Beach Design Manual that shall be considered a part of this Section and is on file in the City offices.~~

The City of Osage Beach Design Guidelines Section 5 (adopted _____) and Section 6 (adopted _____) are hereby adopted as the basic standards for the City of Osage Beach for roads, road cuts, and the other requirements therein within the City. Each and all of said Design Guidelines are hereby adopted by reference and made a part of this Article as if fully set out herein. One (1) copy of the Osage Beach Design Guidelines is on file in the office of the City Clerk.

Section 410.340 Storm Drainage Management and Sediment Control.

A. ~~The City of Osage Beach hereby establishes a Storm Drainage Management Policy Plan which will assure that, through public instruction, awareness, and the application of Storm Water Best Management Practices, pollution of the Lake of the Ozarks and tributary watersheds within the jurisdictional limits of the City will~~

be limited to the minimum practicable attainable level and that neighboring properties will be protected from damage.

B. ~~All developers/owners/or others developing, redeveloping or renovating a building site, parking area, recreation site or subdivision covering more than two (2) lots or encompassing more than one half (1/2) acre, whichever shall be the smaller, shall conform to the storm drainage management policy of the City of Osage Beach as set forth in these ordinances and as stated or depicted in the City of Osage Beach Design Guideline.~~

1. ~~All construction projects shall require a Sediment Control Plan to be submitted and approved prior to the commencement of clearing or construction on the project site as a part of the building permit process.~~

2. ~~A Storm Drainage Plan shall be submitted and approved as a part of the planning process and shall be approved prior to the approval of the final plat or the issuance of a building permit.~~

Section 410.350 **Sediment Control Plan.**

A. ~~A Sediment Control Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction, or clearing for construction, or modifying the drainage characteristics of the area disturbs an area exceeding two (2) lots or one half (1/2) acre, whichever shall be the smaller.~~

B. ~~The developer/owner shall submit a Sediment Control Plan prepared by a registered professional engineer stating the goals of the plan and depicting the locations and details of construction of all sediment control devices to be employed in the plan. The plan shall clearly set out the contractor's maintenance schedule and requirements for maintaining the integrity of the plan.~~

C. ~~The devices and measures utilized shall follow the recommended "Best Management Practices" (BMP) as described in the publication "Protecting Water Quality" (by and available through MDNR), the City of Osage Beach Design Guidelines, and as directed herein. The specific intent of the sediment control plan shall be: 1) reduce the quantity of runoff, 2) control runoff so as to prevent the pickup of silt, sediments, and debris, 3) assure that no visible sediment leaves the jobsite, and 4) no damage is caused to downstream properties by runoff from the project.~~

As a minimum, the following shall be required:

1. ~~Stabilized earthen berms, straw bale check dams, silt fences, and other BMPs shall be utilized as necessary to prevent runoff from carrying silt, debris, and other debris off the jobsite.~~

- ~~2. On side hill lots or parcels with slopes in excess of ten percent (10%) runoff control devices paralleling the contours shall be erected at not more than one hundred twenty five (125) foot intervals.~~
- ~~3. All drainage channels or ditches, where flow velocities will exceed five (5) feet per second shall be lined with an approved engineering fabric or erosion control matting.~~
- ~~4. All denuded slopes or embankments shall be protected from erosion by the installation of earthen berms, straw bale dikes or other appropriate BMP.~~
- ~~5. Temporary catch basins, drop inlets and storm drains (culverts) shall be utilized as necessary.~~
- ~~6. All denuded slopes shall be reseeded, fertilized and mulched within four (4) weeks of the initial clearing or stripping of vegetation. Slopes steeper than two (2) to one (1) shall be stabilized with jute mesh or other approved erosion control mat.~~
- ~~7. The written Sediment Control Plan shall clearly state that it is the intent of the submitted plan that no visible sediment will be allowed to leave the development site.~~

~~D. The Sediment Control Plan shall be submitted as a part of the building permit process and shall be reviewed and approved by the Public Works Director prior to the start of any on site work including selective clearing, clearing and grubbing, site excavation or embankment construction.~~

~~E. In the event that the plan is deficient or inadequate to prevent sediment escaping the job site or damage to downstream properties occurring, the owner/developer shall immediately take any and all measures necessary to stop and prevent further contamination or damage and to repair the contaminated or damaged areas.~~

~~F. *Certification By The Engineer Of Record.* The Engineer of Record shall certify in writing as a part of the Sediment Control Plan that it will be implemented prior to the beginning of any land disturbance on the site and that all appropriate and necessary BMPs will be established and maintained to assure compliance with the goals of the plan. In the event that the established BMPs are damaged or are found to be inadequate by the Engineer, the owner shall immediately implement corrective action or maintenance to assure the integrity of the system.~~

Section 410.360 Storm Drainage Plan.

~~A. A Storm Drainage Plan is required for all new construction sites within the jurisdictional boundaries of the City of Osage Beach in which the construction, or clearing for construction, disturbs an area exceeding two (2) lots or one-half (½) acre, whichever shall be the smaller. Further, a Storm Drainage Plan is required for~~

~~all site improvement projects that will effectively change the drainage characteristics for a site of one (1) acre or more such as paving previous gravel or soil surfaces, etc.~~

- ~~B. The developer/owner shall submit a Storm Drainage Plan prepared by a registered professional engineer, stating the goals of the plan and depicting the locations and details of construction of all sediment and drainage control devices, and BMPs, required to control storm runoff from a 20-year storm or one that produces two and one-half (2½) inches per hour for not less than one (1) hour. The plan shall clearly set out the contractor's maintenance schedule and requirements for maintaining the integrity of the plan.~~
- ~~C. The devices and measures utilized shall follow the recommended "Best Management Practices" as described in the publication "Protecting Water Quality" (by and available through MDNR), the City of Osage Beach Design Guideline, and as directed herein. The goals of the Storm Drainage Plan shall be: 1) to reduce the quantity of storm runoff, 2) to control runoff velocities in order to prevent the pickup and carrying of silt, sediments, and debris, 3) to assure that no visible silt, sediment, or debris leaves the project site, 4) to assure the protection of downstream properties from damage due to runoff from the project, 5) to assure that the minimum practicable amount of sediment and/or pollution is allowed into the Lake of the Ozarks.~~
- ~~D. These goals shall be accomplished through a combination of methodologies as set forth in the MDNR Field Manual for Protecting Water Quality and the City of Osage Beach Design Guidelines.~~

Section 410.370 Storm Drainage Plan—Minimum Technical Requirements.

- ~~A. As a minimum, the Storm Drainage Plan shall provide:~~
 - ~~1. Required technical data:~~
 - ~~a. Provide an engineering drawing clearly depicting the watersheds and drainage areas affecting the project and adjacent properties.~~
 - ~~b. Provide engineering computations clearly establishing the theoretical runoff from the original or existing area and the theoretical runoff from the completed project area for a 20-year storm or one that produces a minimum of two and one-half (2½) inches per hour for one (1) hour duration.~~
 - ~~c. Devise and provide BMPs in the form of retention, storage, percolation, or other approved method to assure that only flows of less than or equal to the original undisturbed condition are allowed to flow off the site. Excess shall be retained for discharge at later period.~~
- ~~(1) Project sites discharging via right of way, easement, or land owned by developer to~~

~~the Lake of the Ozarks shall be exempt from this requirement.~~

- ~~d. Establishes the percolation rates for all infiltration, percolation and filtration devices.~~
- ~~e. Determines the anticipated flows and capacities of all channels, culverts and conveyance devices.~~
- ~~f. Clearly identifies areas to receive plantings of grass or scrubs as a part of applied BMP.~~
- ~~g. Clearly identifies and provides flow data for all velocity control and/or energy dissipation devices.~~
- ~~h. Provide documented assurance that all planned BMPs will be maintained by the prospective owners by covenant or other approved legal device.~~

~~2. Minimum required facilities.~~

- ~~a. Provide removal or containment of all silt, sediment and debris carried onto or across the development so as to assure that no silt, sediment or debris is allowed off the developed area.~~
 - ~~b. Assure that all storm runoff is controlled such that no damage will occur to adjacent downstream properties or facilities. Provide approved devices so as to insure that no more than the original runoff rate over time will exit the property at any one given time and shall be in place prior to any occupancy permit being issued.~~
 - ~~c. Where parking areas for more than twenty (20) cars exist, provide for removal of oils, grease, and volatile wastes to the maximum practicable by the use of BMP.~~
 - ~~d. Provide velocity control devices at all discharge points to assure discharge velocities of less than five (5) fps.~~
- ~~(1) These requirements may be accomplished by the use of approved BMPs, infiltration, percolation, filtration devices, retainage and sedimentation collection, filtered drop inlets or manholes, or other devices as approved by the Public Works Director.~~
~~{Ord. No. 13.57 §5, 9-19-2013}~~
- ~~(2) At the completion of the project, the Engineer of Record shall certify in writing to the City that all necessary BMPs are in place, maintained, and functioning so as to assure compliance with the goals of the Storm Drainage Plan.~~

Section 410.380 Maintenance of Storm Drainage Facilities.

Storm drainage facilities, including infiltration areas, filtration devices, conveyance

~~devices and other BMP utilized, shall be maintained by the property owner. All such devices shall be kept free of silt, debris, sediment and other deposits and shall be maintained in a fully operable and functional condition.~~

Article VI Storm Water and Drainage

Section 410.350 Scope.

The provisions of this Article shall obligate any owner, occupant, lessee, mortgagee, agent, person applying for or holding a Site Development Permit, or other person having an interest in or control over the land, site, building, or structure affected. If any of the foregoing is a corporation, company, trust, partnership, or other entity, this Article shall further apply to (1) any owner, partner, or member of such entity, and (2) any officer, director, manager, trustee, receiver, agent, foreman, supervisor, or designee of such entity if such person has any control over the covered action regarding the land, site, building, or structure affected. Each of the foregoing shall be collectively referred to as **“Responsible Parties.”**

Section 410.355 Design Guidelines, compliance, permit.

- A.** The City of Osage Beach Design Guidelines Section 4 (adopted _____) are hereby adopted as the basic standards for the City of Osage Beach for stormwater, erosion, surface drainage, and the other requirements therein within the City. Each and all of said Design Guidelines are hereby adopted by reference and made a part of this Article as if fully set out herein. One (1) copy of the Osage Beach Design Guidelines is on file in the office of the City Clerk.
- B.** All permit holders shall comply with the aforementioned Design Guidelines. All permit holders shall timely file, implement, and update any Plan required by said Design Guidelines, including but not limited to Erosion and Sediment Control Plans and Storm Drainage Plans. All permit holders shall timely implement, maintain, control, and repair any measures required by said Design Guidelines or any Plans required thereby. All Responsible Parties are obligated to ensure that any permit holder acting on their behalf complies with this Article.
- C.** No clearing, grading, borrowing or filling of land requiring a Site Development Permit shall be performed without first obtaining such permit. No Site Development Permit shall issue until the fees required by **Section 510.120** have been paid, the submissions required by **Article II of Chapter 510** have been received and approved, and all other pre-construction plans and submissions have been received and approved by the City as required.

Section 410.360 Limitations on liability.

Floods from stormwater runoff may occur which exceed the capacity of stormwater drainage facilities constructed and maintained under this Article. This Article does not guarantee that property will always be free from stormwater flooding or flood damage.

This Article shall not create a liability on the part of, or cause of action against, the City or any officer or employee thereof for any flood damage. Neither does this Article purport to reduce the need or the necessity for obtaining flood or other insurance.

Section 410.365 Rights of way to be kept clear.

Regardless of the amount of land disturbance at a particular site, it shall be the responsibility of all Responsible Parties to ensure streets, sidewalks, rights of way, and water courses (including Lake of the Ozarks) open to the public surrounding a permitted site are kept free of excessive debris and sediment. Upon notification from the City to any permit holder and/or Responsible Party that a problem exists, the permit holder and/or Responsible Party shall immediately remedy the issue. If the issue is not promptly remedied, the City may temporarily suspend any permit until the problem has been resolved. If a Responsible Party does not address the issue after requested, the City may choose to remedy the situation and bill the permit holder and/or Responsible Parties for any reasonable associated costs. The permit will remain suspended until said bill is paid. Alternatively, the permit holder and/or Responsible Party owner may request a hearing with the City Administrator to contest the abatement costs.

Section 410.370 Interpretations, conflict, severability.

- A. Interpretation. The provisions of this Article shall be the minimum requirements for the protection of the public health, safety and general welfare.
- B. Conflict. Conflict with public and private provisions:
 - 1. Public provisions. Where any provision of this chapter imposes restrictions different from those imposed by any other law or regulation, whichever is more restrictive or imposes a higher standard shall control.
 - 2. Private provisions. This chapter is not intended to abrogate any easement, covenant or any other private agreement or restriction; provided, that where the provisions of this chapter are more restrictive or impose higher standards or regulations that such easement, covenant, or other private agreement or restriction, the requirements of this chapter shall remain applicable.
- C. Severability. The provisions and sections of this article shall be deemed to be severable, and the invalidity of any portion of this article shall not affect the validity of the remainder.

Section 410.380 Violations and penalties.

- A. It shall be a violation of this Article to knowingly disobey a command, requirement, or instruction from the Building Official, City Engineer, any of their designees, or any other City employee or agent authorized to make such command, requirement, or instruction.

- B. The City may suspend or revoke any permit associated with the site or any permit associated with the Responsible Parties holding the permit(s) for the site for non-compliance with this Article.
- C. Procedure.
1. Upon discovery of a violation of this Article, the Building Official shall issue a Notice of Violation to any or all responsible parties (owner, developer, contractor, site supervisor, or any other person working on or having control over the site) giving a reasonable time, not to exceed seven days, to remedy the violation. In emergency situations that cause a risk to life, health, property, or public welfare, or where the violation is willful or wanton, the Notice of Violation may dispense with the time to remedy by listing the condition(s) which constitute the emergency or willful/wanton violation.
 2. If the violation has not been remedied within the time frame set forth in the notice, the Building Official may issue a written Stop Work Order suspending the permit(s). Once the violation has been remedied, the suspension will be lifted.
 3. If the violation for which the permit(s) was suspended is not corrected within 30 days, the permit(s) shall be revoked and the violation deemed a nuisance under **Section 215.020**. The Notice of Violation above shall satisfy the notice to abate requirement of **Section 215.030**.
 4. After two suspensions of a permit for the same site, or one emergency suspension of a permit, the Building Official may revoke the permit(s). A permit shall not be re-issued until all applicable procedures in this Code have been followed. Additionally, any remediation or abatement costs may be required to be paid prior to re-issuance.
- D. Any person violating any of the provisions of this Article or any requirement adopted in this Article shall be deemed guilty of an ordinance violation and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars (\$500.00) or be imprisoned in the County Jail for a period not exceeding ninety (90) days, or both such fine and imprisonment. In addition, thereto, the violator(s) shall pay all costs and expenses incurred by the City in such case. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Article VII Street Lighting

Section 2. Severability

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

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

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

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

READ FIRST TIME: October 5, 2023

READ SECOND TIME: October 19, 2023

I hereby certify that Ordinance No.23.74 was duly passed on October 19, 2023, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0 Abstentions: 0 Absent: 0

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

Oct. 19, 23
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.74.

Michael Harmison
Michael Harmison, Mayor

Oct. 19, 23
Date

Tara Berreth
Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:
Discussion - Streetlights

Requested Action:
Not Applicable

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:

My goal here is to provide the board with the data that was previously discussed in an effort to restart the discussion on the streetlight topic, so that I can get a better idea of what the board's direction is for this topic.

I have included a lot of information that was discussed at various board meetings in 2021.

- Cochran's streetlight presentation from summer 2021 which reviews the various roads where street lighting is present, the illumination levels at those locations, the space between each pole and some examples of cost comparison between city-owned lights and Ameren-owned lights.
- The proposed streetlight guidelines changes that were brought forward, but never approved, and the meeting minutes from that discussion.

From my on research I have identified that there is cost-savings for the city owning and

maintaining its own streetlights due to the maintenance fees charged by Ameren. Additionally, since these discussions took place, the Transportation department has changed the vast majority of city-owned streetlights to LED and all projects requiring street lighting have been city-owned and LED.

So, does the Board want Cochran and/or staff members back involved and have them do more research on industry standards for foot candles, distance between poles, and/or any other pertinent information related to the topic? What was it about these guideline changes that you didn't like?

Provide me with the direction the board wants to take this in and I will do my best to move this project forward.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable



Osage Beach
MISSOURI

Discussion:

Street Lighting Survey

City Council Meeting
May 20, 2021

KK DR, LTG Palisades Common – Ameren Owned

5 – 9500 HPS Post Top @ \$22.87/month



KK DR, LTG Palisades Common – Ameren Owned

5 – 9500 HPS Post Top @ \$22.87/month

- ▶ Spacing – **280'**
- ▶ At the Light – **0.9 fc**
- ▶ 30' from light – **0.4 fc**
- ▶ Between Lights – **0.1 fc**

Parkway Lighting – City Owned

250 – 25500 HPS Enrg.& Maint @ \$6.29/month



Parkway Lighting – City Owned

250 – 25500 HPS Enrg.& Maint @ \$6.29/month

- ▶ Spacing – 160'
- ▶ At the Light – 1.9 fc
- ▶ 30' from light – 1.0 fc
- ▶ Between Lights – 0.2 fc

Nichols Rd – City Owned

29 Lights @ \$215.55/month or (\$7.40/ea.) \$0.11/kWH



Nichols Rd – City Owned

29 Lights @ \$215.55/month or (\$7.40/ea.) \$0.11/kWH

- ▶ Spacing – 80'
- ▶ At the Light – 4.0 fc
- ▶ 30' from light – 3.0 fc
- ▶ Between Lights – 0.5 fc

Passover Rd – City Owned

65 Lights @ 201.97/month or (\$3.10/ea.) \$0.05/kWH



Passover Rd – City Owned

65 Lights @ 201.97/month or (\$3.10/ea.) \$0.05/kWH

- ▶ Spacing – 120'
- ▶ At the Light – 3.0 fc
- ▶ 30' from light – 2.0 fc
- ▶ Between Lights – 0.5 fc

Mace Road – City Owned



Mace Road – City Owned

- ▶ Spacing – 125'
- ▶ At the Light – 1.8 fc
- ▶ 30' from light – 1.5 fc
- ▶ Between Lights – 0.5 fc

Bluff Road



Bluff Road

- ▶ Spacing – 700'
- ▶ At the Light – 1.0 fc
- ▶ 30' from light – 0.5 fc
- ▶ Between Lights – 0.0 fc

Lighting Survey Summary

Road	Spacing (ft)	At Light (fc)	30' from Light (fc)	Between Lights (fc)
KK Drive	280	0.9	0.4	0.1
Parkway	160	1.9	1.0	0.2
Nichols	80	4.0	3.0	0.5
Passover	120	3.0	2.0	0.5
Mace	125	1.8	1.5	0.5
Bluff	700	1.0	0.5	0.0

Discussion

Street Lighting Survey

Q & A

Design Guidelines
City Of Osage Beach
SECTION 7 -STREET LIGHTS

(Revised 21 OCT 04 JB)

I. GENERAL

The City of Osage Beach policy for streetlights is established in City Code Section 410.400 Street Lighting Location Standards, 410.410 Street Lighting Design Standards, Sections 510.190 Guidelines for Consideration in Accepting Additional Street Lighting into the Public Street System, 510.200 Guidelines for Consideration in Accepting Existing Street Lights (s) and Accessories into the Public Street System, 21-53, Board of Aldermen Assurances and Actions in Accepting or Rejecting Street Lighting Petitions, and 510.210 Procedures. The erection of streetlights within the City shall be in accordance with the specified City Codes, ~~and the City Design Guidelines, and the~~ **Guidelines outlined by the Illuminating engineering Society of North America (IESNA)** as established herein.

The streetlights within the City of Osage Beach in general are erected and owned by ~~AmerenUE~~ **Ameren Missouri** and rented to the city under contract. The current ~~AmerenUE~~ **Ameren Missouri** policy is:

1. If the new fixture can be installed on an existing pole without additional work ~~AmerenUE~~ **Ameren Missouri** installs the fixture at no cost. If there is not a conveniently located pole, or if a transformer must be set to accommodate the new fixture(s), the entity placing the order is billed for the installation.
2. If the electrical system in the neighborhood is underground or if a pad mounted fixture is requested the requesting entity must contract with another contractor to have the underground service conduit extended to the fixture location and construct the mounting pad. If a transformer is required a transformer pad will also have to be constructed. ~~AmerenUE~~ **Ameren Missouri** will furnish and install the transformer, wiring, and fixture. The ordering entity must pay for the ~~AmerenUE~~ **Ameren Missouri** installation costs.
3. In the case of a new development many times ~~AmerenUE~~ **Ameren Missouri** will work with the developer to install the street lighting system at no or little cost. If the system meets the city requirements and the Board of Aldermen elect it will be taken over by ~~AmerenUE~~ **Ameren Missouri** and the monthly rental service billed to the City under contract.

III. STREET LIGHTING DESIGN STANDARDS

A. Location Requirements

1. Along the new or proposed street at the following intervals:
 - a. Where intersections on existing or proposed residential or local streets are more than 400 feet apart, lights shall be located ~~at up to 400-foot intervals~~ **at each intersection and equally spaced between the intersections at a minimum of 200 feet and a maximum spacing of 250 foot. Excluding the existing lots with a frontage of less than 300 feet shall be exempt.**

Design Guidelines
City Of Osage Beach
SECTION 7 -STREET LIGHTS

- b. Where intersections on existing or proposed non-residential or collector streets are more than 300 feet apart, lights shall be ~~placed at up to 300 foot intervals~~ **located at each intersection and equally spaced between the intersections at a minimum of 150 feet and a maximum spacing of 200 foot.** ~~Excluding existing lots with a frontage of 200 feet or less shall be exempt.~~
 - c. Where intersections with existing or proposed arterial streets, or US Rte. 54 are in excess of 200 feet, streetlights shall be placed at intervals up to 200 feet apart. Lighting along all federal or state routes shall meet MoDOT lighting standards.
- 2. At all intersections.
 - 3. At all turn around areas and dead ends.
 - 4. At all curves of less than 150-foot radius and a delta angle of more than 30 degrees.
 - 5. Streetlights over the traveled way shall be a minimum of 20 feet above the surface.
 - 6. Streetlights located adjacent to the roadway shall not be less than twelve feet high.
 - 7. Street light poles shall be locate at the outside edge of the city easement or not less than three feet from back of curb or edge of pavement, which ever is the greater.

B. Design Standards for Street Lights and Appurtenances

- 1. Existing Neighborhoods where new lights are to be furnished by **and AmerenUE** shall conform to ~~AmerenUE~~ **Ameren Missouri** specifications. These lights shall be ~~high-pressure sodium vapor type, 150W~~ **post-top style configuration with illuminance be Light Emitting Diode (LED) fixture, a range of 3k to 4k color correction tint (CCT), 80W to 100W power input rated driver with comparable lumen output with a minimum rating of 70 color rendering index (CRI).**
- 2. New Developments or areas for more than one new street light shall conform to the following:
 - a. The developer shall submit a street lighting system plan: The plan shall clearly show all street light locations, type and style of pole, type and style of fixtures, rating and illumination data for fixtures, and details of riser connection to ~~AmerenUE~~ **Ameren Missouri**.
 - b. Poles shall be ~~wooden~~ conforming to ~~AmerenUE~~ **Ameren Missouri** specifications for height of pole, steel, cast iron, or aluminum. All poles shall be designed to withstand 80-mph wind gusts without distortion with all appurtenances attached. All poles mounted on a base assembly shall be of the break-a-way type.
 - c. **Residential** Fixtures shall be ~~high-pressure sodium vapor type of sufficient wattage to provide for 9,000 to 10,000 lumen coverage for residential areas, or 25,000 to 30,000 lumens for commercial areas~~ **post-top style configuration with illuminance be Light Emitting Diode (LED) fixture, a**

Design Guidelines
City Of Osage Beach
SECTION 7 -STREET LIGHTS

range of 3k to 4k color correction tint (CCT), 80W to 100W power input rated driver with comparable lumen output with a minimum rating of 70 color rendering index (CRI).

- d. Arterial & Commercial Fixtures shall be cobra-head style configuration with illuminance be Light Emitting Diode (LED) fixture, a range of 4k to 5k color correction tint (CCT), 160W to 190W power input rated driver with comparable lumen output with a minimum of 70 color correction index (CRI)
3. All streetlights shall be on city streets or parking areas.

END

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
November 5, 2020

The Board of Aldermen of the City of Osage Beach, Missouri, video conference to conduct a Regular Meeting on Thursday, November 5, 2020 at 6:00 p.m. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker and Alderman Kevin Rucker, and Alderman Bob O'Steen. Alderman Richard Ross. Absent Alderman Tyler Becker. Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

None

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

None

NEW BUSINESS

Bill 20-67 - An ordinance of the City of Osage Beach, Missouri, vacating a portion of Right of Way for the City Street formerly known as Swiss Village Road. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 20-67. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote.

Bill 20-68 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines, Section 3 - Sewer Design, 4. m. and Drawings No. III-10. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 20-68. This motion was seconded by Alderman Ross. Motion passes with unanimous voice vote.

Bill 20-69 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract OB20-15 with Meyer Electric Co. for traffic signal, street Lighting & ball field lighting, maintenance, and repair services in an amount not to exceed \$32,000. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 20-69. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote.

Alderman Marose made a motion to approve the second reading of Bill 20-69. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 20-69 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Ross, Alderman O'Steen and Alderman Rucker "Nays" – 0. Absent Alderman Becker. Bill 20-69 was passed and approved as Ordinance 20-69.

Bill 20-70 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract OB20-011 with Ramboldt Excavating for the demolition of a structure located at 1196 Guenther Lane, Osage Beach, Missouri, in an amount not to exceed \$10,000. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 20-70. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote

Bill 20-71 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 19.90 Adopting the 2020 Annual Budget, Transfer of Funds for Necessary Expenses, for multiple funds. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 20-71. This motion was seconded by Alderman O'Steen. Motion passes with unanimous voice vote.

Alderman Marose made a motion to approve the second reading of Bill 20-71. This motion was seconded by Alderman O'Steen. The following roll call was taken to approve the second and final reading of Bill 20-71 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Becker, Alderman Ross, Alderman O'Steen and Alderman Rucker "Nays" – 0. Absent Alderman Becker. Bill 20-71 was passed and approved as Ordinance 20-71.

Bill 20-72 - An ordinance of the City of Osage Beach, Missouri, for additions and amendments to chapter 405 "Zoning Regulations". *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 20-72. This motion was seconded by Alderman Ross. Motion passes with unanimous voice vote

Bill 20-73 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the engagement letter with Gilmore & Bell for Bond Counsel services in connection with the proposed issuance of 2020 Tax Increment Refunding Revenue Bonds. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 20-73. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote.

Alderman Ross made a motion to approve the second reading of Bill 20-73. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 20-73 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Becker, Alderman Ross, Alderman O'Steen and Alderman Rucker "Nays" – 0. Absent Alderman Becker. Bill 20-73 was passed and approved as Ordinance 20-73.

Motion to approve the purchase of new pumps for various lift stations from Municipal Equipment for \$98,658.46 plus shipping charges.

Alderman Marose made a motion to approve the purchase of new pumps for various lift stations from Municipal Equipment \$98,658.46 plus shipping charges. This motion was seconded by Alderman O'Steen. Motion passes unanimously with a voice vote.

Motion to approve the repair of Sands Lift Station 200HP Pumps through JCI Industries in an amount not to exceed \$39,956.00.

Alderman Rucker made a motion to approve the repair of Sands Lift Station 200HP Pumps through JCI Industries in an amount not to exceed \$39,956.00. This motion was seconded by Alderman Walker. Motion passes unanimously with a voice vote.

Discussion - Preventive Pavement Maintenance Plan (PPMP) Follow Up Discussion

Items:

Alderman Rucker - What timeframe do you recommend reviewing the plan?

Cochran - Fall would be a good time put out bid packets. Maybe make some tweaks and budget changes during budget time.

Alderman Ross - Industrial is the poorest road. City can afford about \$1million dollars a year on roads per year. Is there a way to utilize funding help development? Maybe be better off putting a \$1million dollars on Osage Beach Road vs Industrial Road.

Concerned by the structural stability of Industrial Road.

Cochran- After viewing Industrial Road recommendation would need to be done first. Osage Beach Road is in good shape.

Alderman Ross - Would like to have a cost of what Osage Beach Road will cost?

Cochran - Going to put together a cost of construction of Osage Beach Road.

Discussion - Sidewalk Planning Document

Alderman Rucker - Any available funding out there to put a plan together. Maybe grants.

Cochran - Not any that would work on this plan. Have public meeting and ask the citizens where they would like to see sidewalks. Then have Cochran go in and get you estimates. Maybe once we have about 20 ideas on where to have sidewalks. Then move forward from there.

Alderman Marose - Pedestrian monitor like a traffic monitor.

Cochran - When the TAP grant comes up, is there a project that is of priority?

Discussion - Streetlight Design Guideline Proposed Amendments

Recommend going to LED lighting.

Board would like to have some ideas as to where they can go and look at samples of what they look like.

Safety is the first concern with brightness and types (designs) poles can come later.

Process with new developers and developments.

Administrator Woods is going to get a list of streets that have LED lights.

Discussion - FY2021 Operating Budget

Sewer truck – Possible hire a vendor in lieu of purchasing the camera truck. Recommend taking out the Sewer Truck out of the budget. And give some time to put together a maintenance plan.

Alderman Rucker – Please consider putting the two vehicles (van and truck) for Transportation back into the budget.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – Mike Welty how many short sewer? Police Chief Davis – Police how short?

Asst. City Administrator Mike Welty – have 4 need 8

Police Chief Davis - short 5

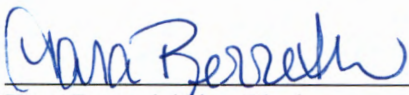
STAFF COMMUNICATIONS

Police Chief Davis Veterans Day Parade 1pm

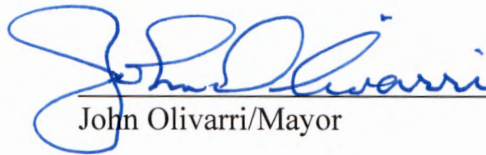
ADJOURN

There being no further business to come before the Board, the meeting adjourned at 9:00 pm.

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on November 5, 2020 and approved November 19, 2020.



Tara Berreth/City Clerk



John Olivarri/Mayor

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 15, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Discussion - Sidewalk Master Plan

Requested Action:

Not Applicable

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

In the spring of 2023 I began working with David Christensen with Cochran Engineering to provide the board with an updated sidewalk master plan that took into account the direction we were given back in 2021. We began by updating the schedule and maps for both the east and the west side, including projects that we are working on with the Special Road District. Shortly after we began working on this, I ended up having to go to Public Works as your interim Public Works Operations Manager and this project got lost in the shuffle. Additionally, several large projects: the apartments on Nichols, The Oasis project, and the Top Sider project, were beginning to take shape and could affect our prioritization of our sidewalk needs.

I have included the following documentation:

- The original Conceptual master plan created by Cochran Engineering
- The meeting minutes from the board discussion of this plan.
- Update maps and schedule created in the spring of 2023

Unfortunately, we have learned a lot more since the map and schedule were updated last spring. A developer will be building a sidewalk for the City on Jefferies Road, we did not get the TAP grant for the Columbia College sidewalk, current projects in development could change our priorities for sidewalks, and the City has received the Safer Streets For All transportation research grant.

These factors all have affects on how our sidewalk master plan might change. My advice would be to let the City get through the Safer Street grant project and use that data in conjunction with the new information we have on growth around our City to provide a more thought out plan that takes into account pedestrian bridge prioritization, possible funding opportunities, and recent growth in commercial property development.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Not Applicable

City of Osage Beach

Conceptual Sidewalk Master Plan



Prepared For:

City of Osage Beach,
Missouri

Prepared By:



April 2021

Table of Contents

	<u>Page</u>
Introduction	2
Map – Osage Beach	3
Street Maps	4
Existing and Proposed Sidewalks	6
Schedule – Proposed Sidewalk Projects	10
Sidewalk Project Profiles	13
11”x17” Attachments – Maps and Schedule	



Introduction

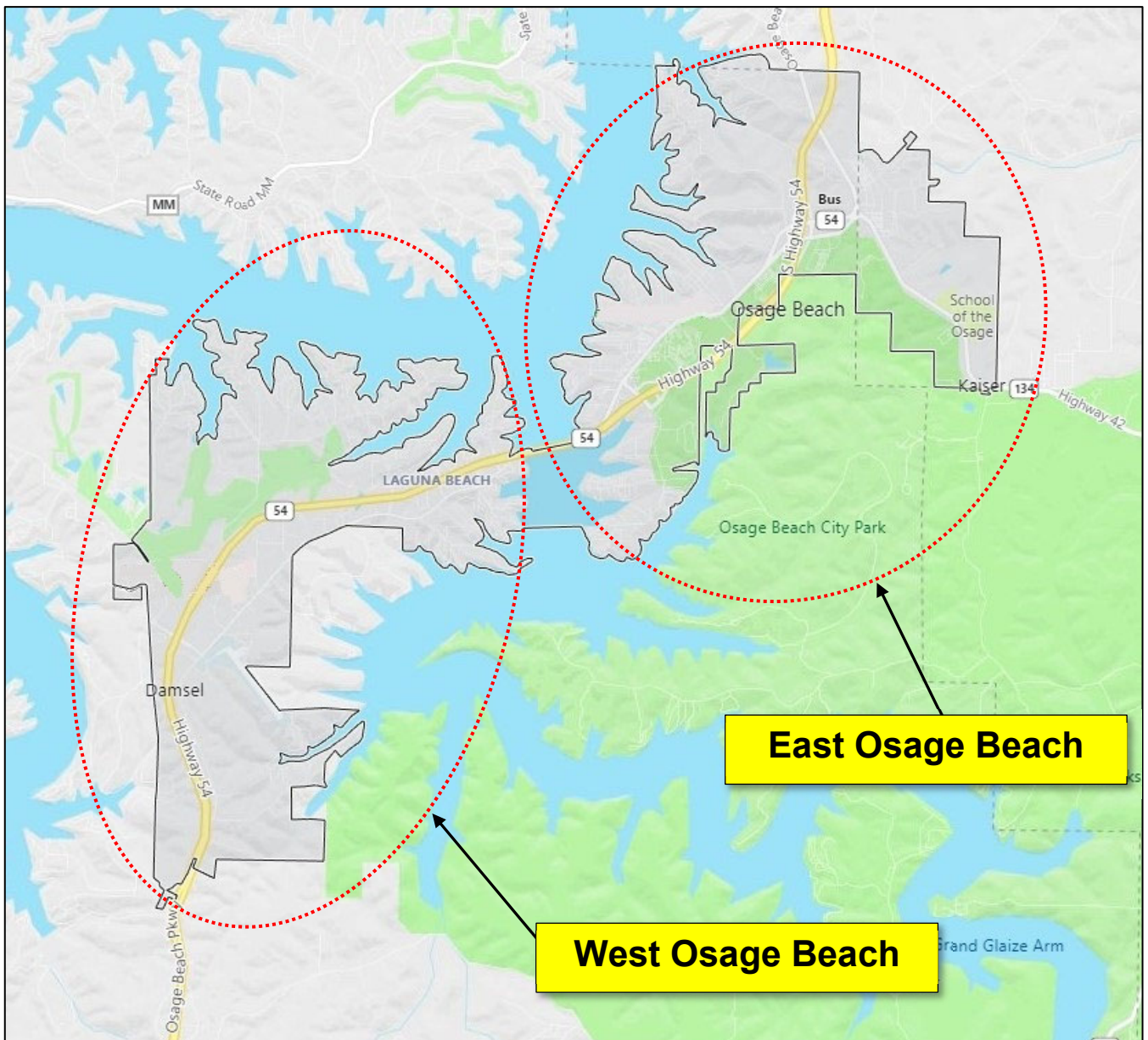
The City of Osage Beach Sidewalk Master Plan analyzes and prioritizes future sidewalk projects where gaps exist. The plan identifies projects for which grant funding applications could be made, and assists in making capital budget decisions by identifying the most critical sidewalk improvement and construction locations throughout the City of Osage Beach. Additionally, this document informs the public of the City's priorities regarding future sidewalk construction projects.

There are numerous roads in the City of Osage Beach which lack sidewalks, and the major roadways lacking sidewalks present the greatest need. Many of these are especially critical for pedestrians, as they provide the connectivity that the local roadways do not. In recognition of these needs, the majority of the sidewalk projects contained in this Plan are on the City's major roadway system. These proposed sidewalk projects are considered a priority due to their greater connectivity to existing sidewalks, larger vehicular traffic volumes, pedestrian safety concerns, and destination locations.

This is a 15-year conceptual plan and contains a total of 23 projects, with an estimated cost of over \$15M.

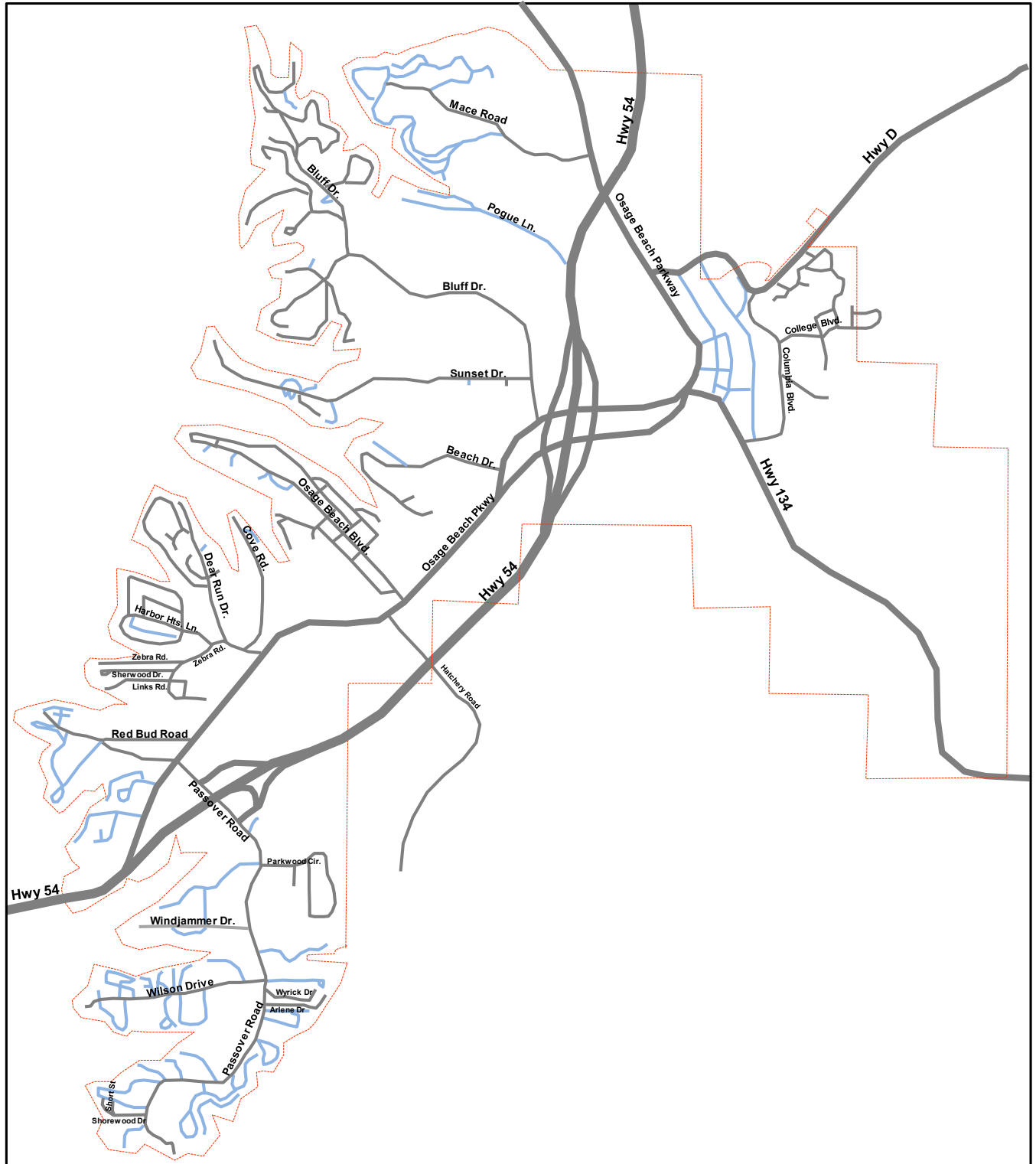
Project Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
East Side Sidewalk Projects:															
Osage Beach Pkwy TAP	\$358,554														
Zebra Road - Dear Run to Pkwy		\$144,000													
Columbia Avenue		\$363,000													
Hwy 134			\$562,500												
Osage Beach Boulevard				\$1,095,458											
Osage Beach Pkwy - Beach to Sunset							\$408,000								
Passover Road Sidewalks - North									\$168,000						
Passover Road Pedestrian Bridge										\$1,200,000					
Passover Road Sidewalks - South											\$180,000				
Osage Beach Pkwy - Barry Prewitt Pkwy												\$360,000			
Osage Beach Pkwy - Pedestrian Bridge													\$1,720,000		
Osage Beach Pkwy - connection to Mace														\$156,000	
West Side Sidewalk Projects:															
Osage Beach Pkwy - Case to Jefferies					\$1,080,000										
Osage Beach Pkwy - Lazy Days to Hwy KK						\$1,440,000									
Nichols Road - South of Hwy 54							\$192,000								
Nichols Road - Pedestrian Bridge								\$1,000,000							
Nichols Rd. - North of Hwy 54 to Dude Ranch									\$888,000						
Case Road - South of Hwy 54											\$132,000				
Case Road - Pedestrian Bridge											\$1,000,000				
Case Road - North of Hwy 54												\$960,000			
Jefferies Road - South of Hwy 54														\$79,200	
Jefferies Road - Pedestrian Bridge														\$1,000,000	
Jefferies Road - North of Hwy 54															\$792,000
Yearly Totals	358,554	507,000	562,500	1,095,458	1,080,000	1,440,000	600,000	1,000,000	1,056,000	1,200,000	1,312,000	1,320,000	1,720,000	1,235,200	792,000

Map Showing Osage Beach



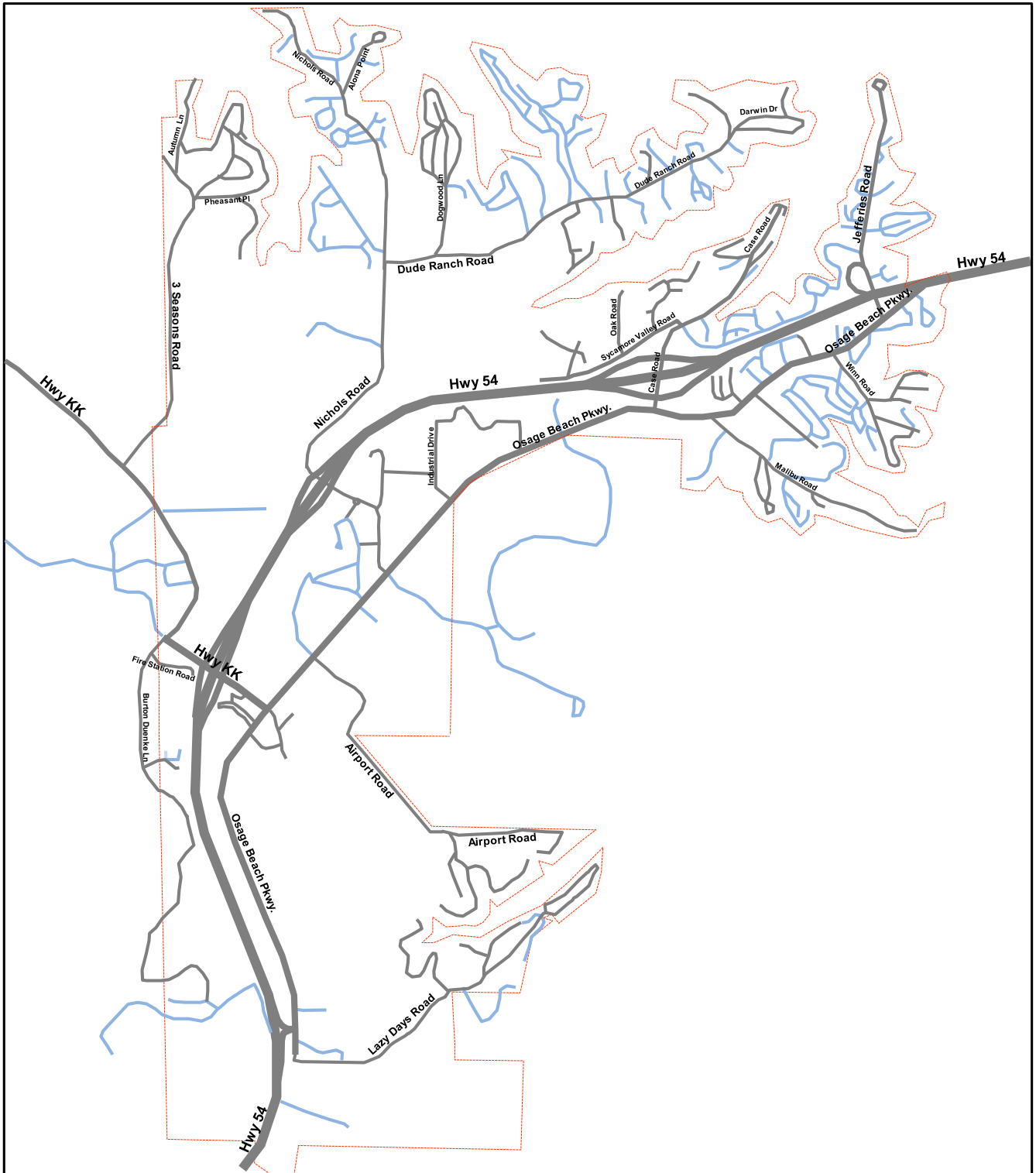
Street Map – East Osage Beach

Public Roadways 
Private Roadways 

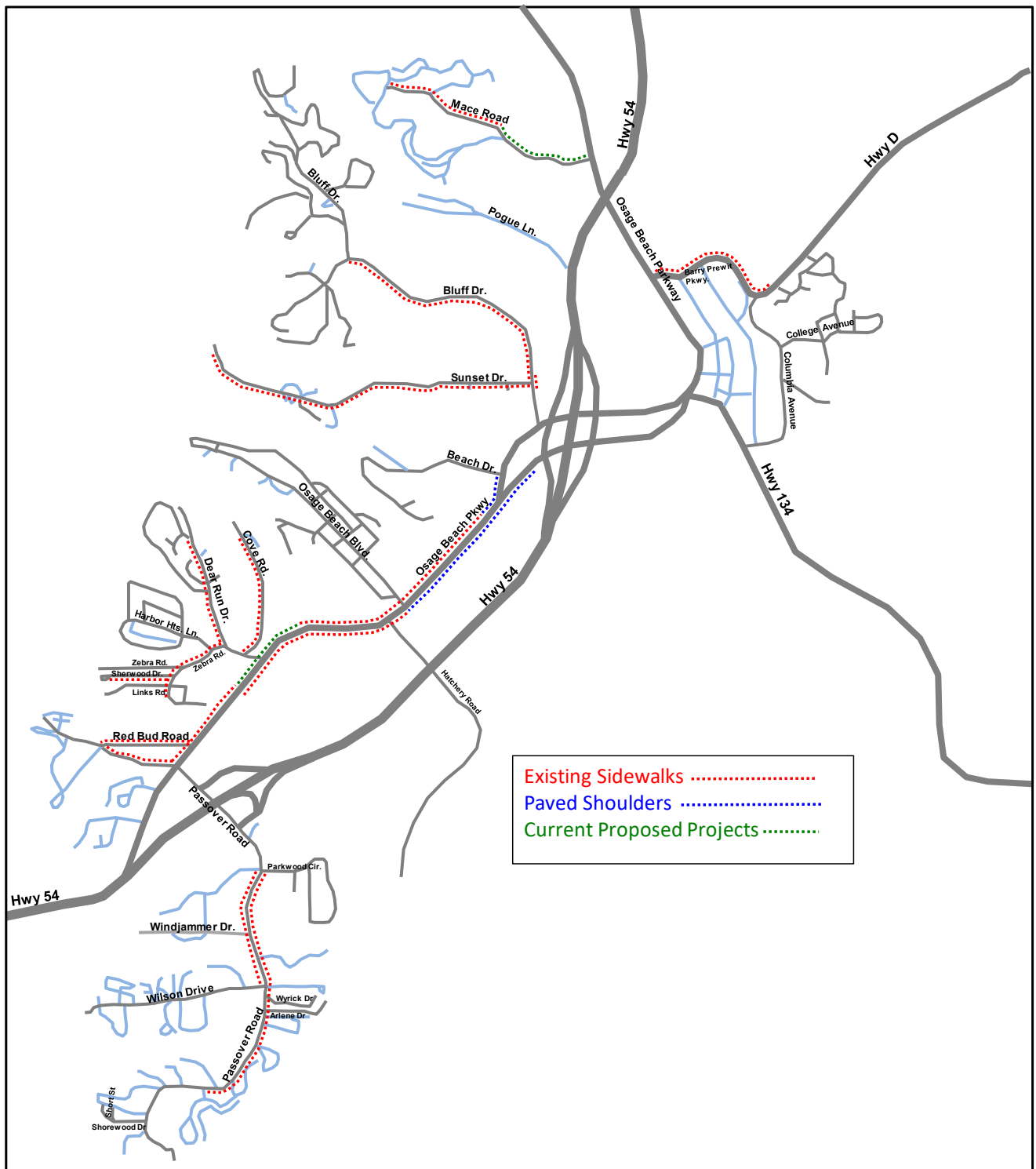


Street Map – West Osage Beach

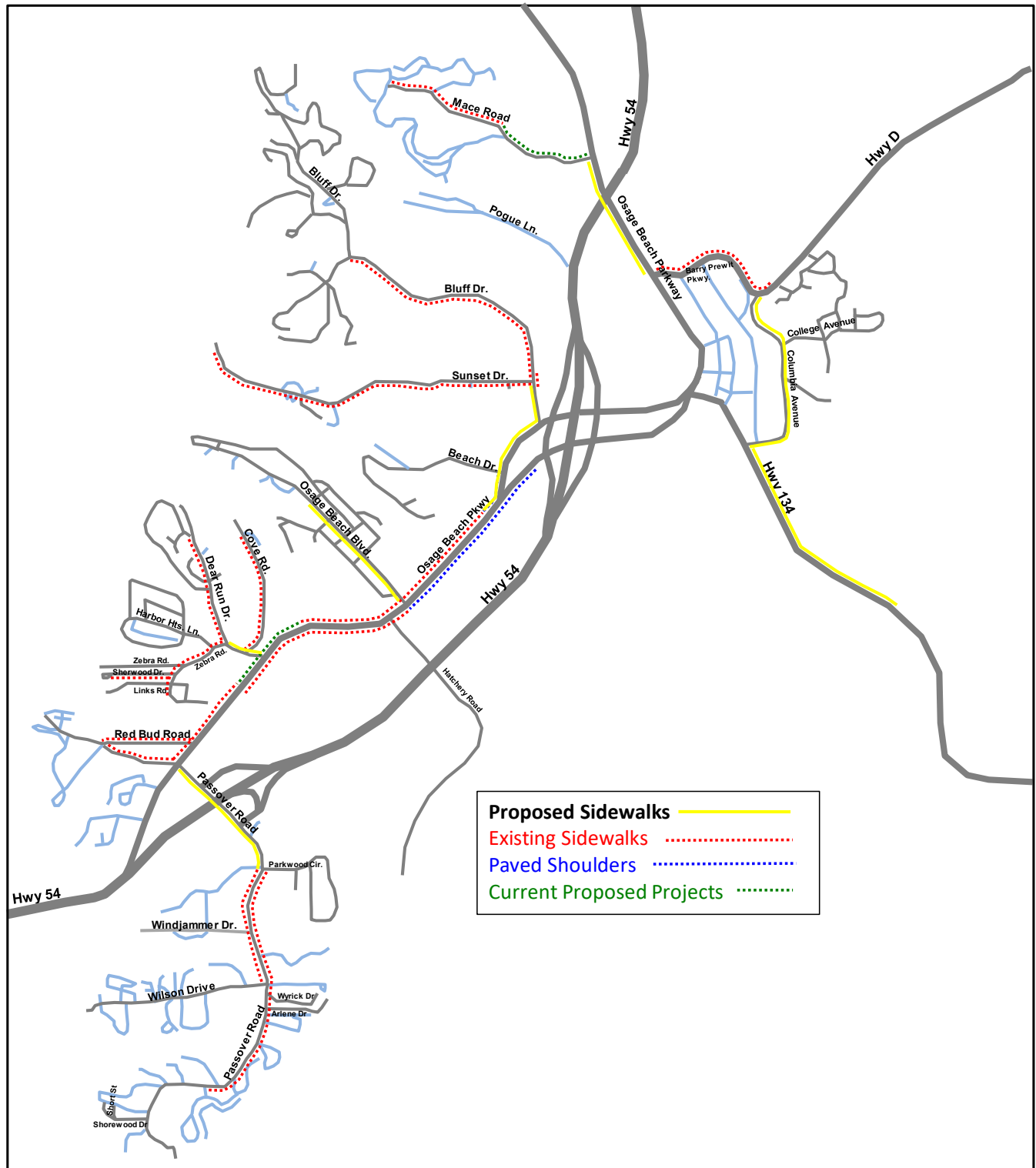
Public Roadways 
Private Roadways 



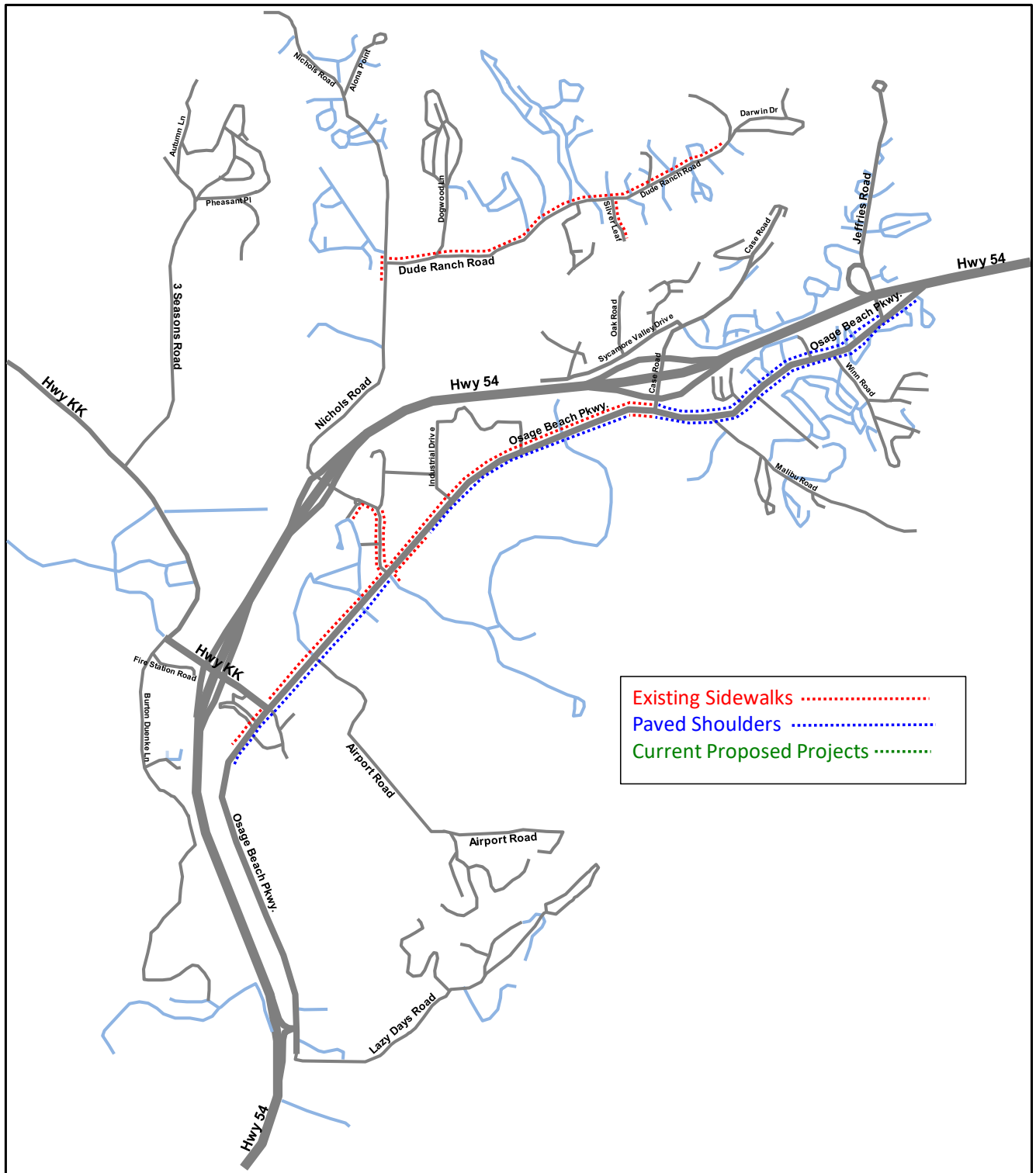
Map Showing Existing Sidewalks and Paved Shoulders – East Osage Beach



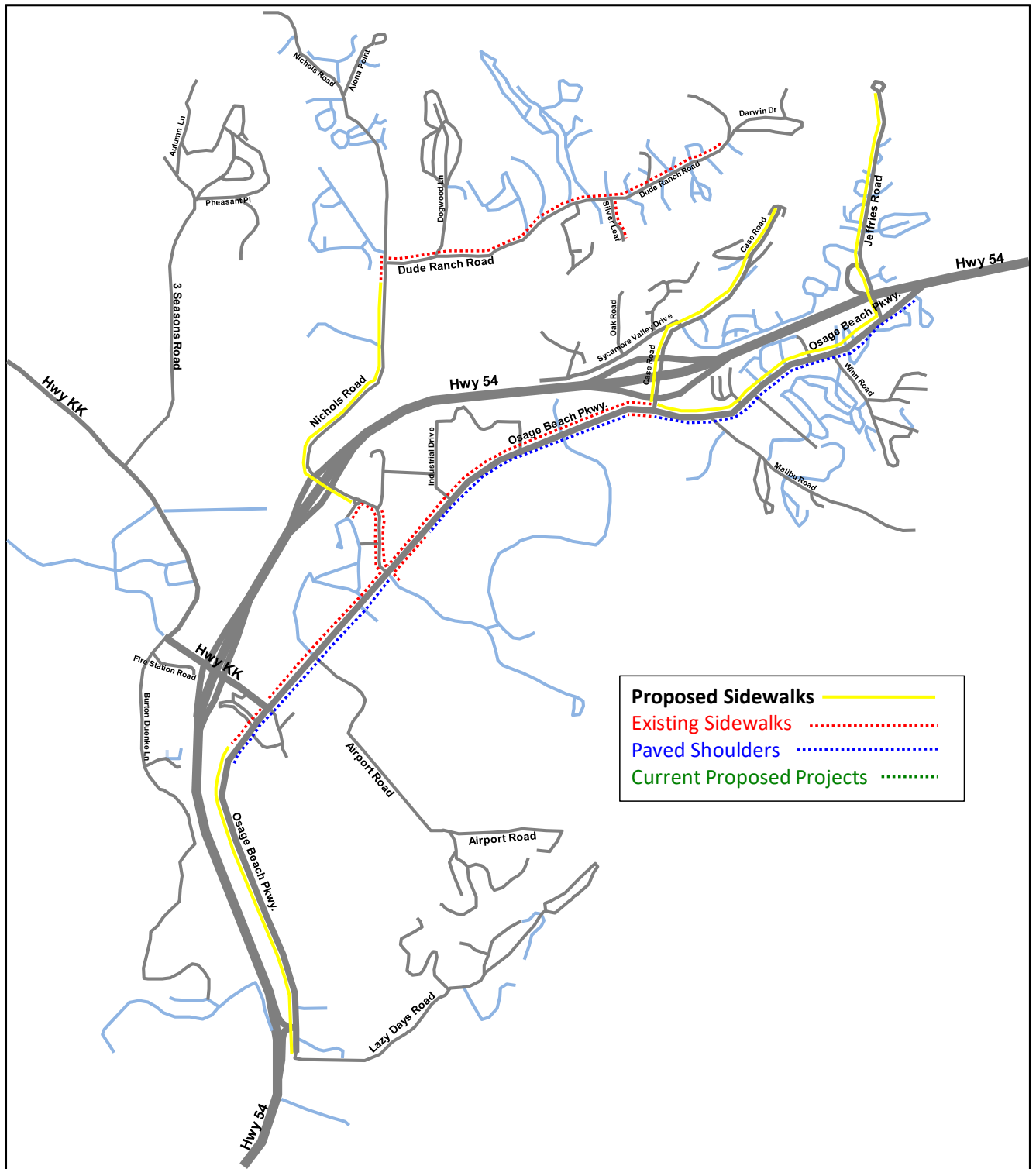
Map Showing Proposed Sidewalks – East Osage Beach



Map Showing Existing Sidewalks and Paved Shoulders – West Osage Beach



Map Showing Proposed Sidewalks – West Osage Beach



Schedule – Proposed Sidewalk Projects – all budget estimates are present value

Project Description	2022	2023	2024	2025	2026
East Side Sidewalk Projects:					
Osage Beach Pkwy TAP	\$358,554				
Zebra Road - Dear Run to Pkwy		\$144,000			
Columbia Avenue		\$363,000			
Hwy 134			\$562,500		
Osage Beach Boulevard				\$1,095,458	
Osage Beach Pkwy - Beach to Sunset					
Passover Road Sidewalks - North					
Passover Road Pedestrian Bridge					
Passover Road Sidewalks - South					
Osage Beach Pkwy - Barry Prewitt Pkwy					
Osage Beach Pkwy - Pedestrian Bridge					
Osage Beach Pkwy - connection to Mace					
West Side Sidewalk Projects:					
Osage Beach Pkwy - Case to Jefferies					\$1,080,000
Osage Beach Pkwy - Lazy Days to Hwy KK					
Nichols Road - South of Hwy 54					
Nichols Road - Pedestrian Bridge					
Nichols Rd. - North of Hwy 54 to Dude Ranch					
Case Road - South of Hwy 54					
Case Road - Pedestrian Bridge					
Case Road - North of Hwy 54					
Jeffries Road - South of Hwy 54					
Jefferies Road - Pedestrian Bridge					
Jefferies Road - North of Hwy 54					
Yearly Totals	358,554	507,000	562,500	1,095,458	1,080,000

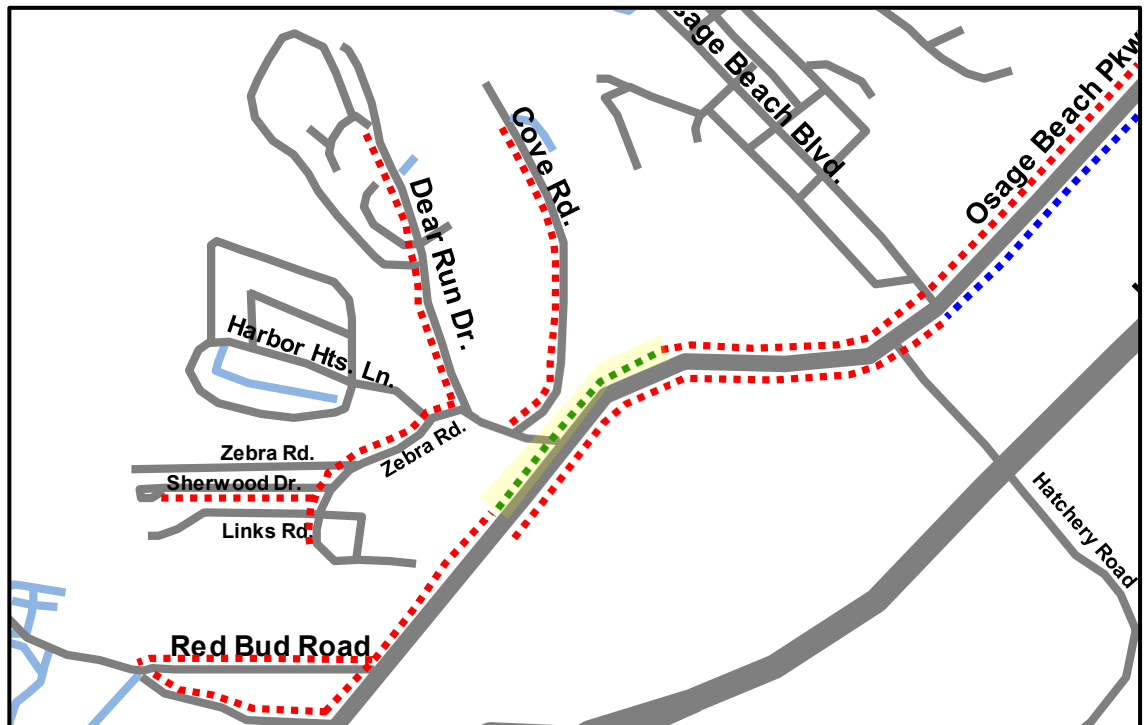
Project Description	2027	2028	2029	2030	2031
East Side Sidewalk Projects:					
Osage Beach Pkwy TAP					
Zebra Road - Dear Run to Pkwy					
Columbia Avenue					
Hwy 134					
Osage Beach Boulevard					
Osage Beach Pkwy - Beach to Sunset		\$408,000			
Passover Road Sidewalks - North				\$168,000	
Passover Road Pedestrian Bridge					\$1,200,000
Passover Road Sidewalks - South					
Osage Beach Pkwy - Barry Prewitt Pkwy					
Osage Beach Pkwy - Pedestrian Bridge					
Osage Beach Pkwy - connection to Mace					
West Side Sidewalk Projects:					
Osage Beach Pkwy - Case to Jefferies					
Osage Beach Pkwy - Lazy Days to Hwy KK	\$1,440,000				
Nichols Road - South of Hwy 54		\$192,000			
Nichols Road - Pedestrian Bridge			\$1,000,000		
Nichols Rd. - North of Hwy 54 to Dude Ranch				\$888,000	
Case Road - South of Hwy 54					
Case Road - Pedestrian Bridge					
Case Road - North of Hwy 54					
Jeffries Road - South of Hwy 54					
Jefferies Road - Pedestrian Bridge					
Jefferies Road - North of Hwy 54					
Yearly Totals	1,440,000	600,000	1,000,000	1,056,000	1,200,000

Project Description	2032	2033	2034	2035	2036
East Side Sidewalk Projects:					
Osage Beach Pkwy TAP					
Zebra Road - Dear Run to Pkwy					
Columbia Avenue					
Hwy 134					
Osage Beach Boulevard					
Osage Beach Pkwy - Beach to Sunset					
Passover Road Sidewalks - North					
Passover Road Pedestrian Bridge					
Passover Road Sidewalks - South	\$180,000				
Osage Beach Pkwy - Barry Prewitt Pkwy		\$360,000			
Osage Beach Pkwy - Pedestrian Bridge			\$1,720,000		
Osage Beach Pkwy - connection to Mace				\$156,000	
West Side Sidewalk Projects:					
Osage Beach Pkwy - Case to Jefferies					
Osage Beach Pkwy - Lazy Days to Hwy KK					
Nichols Road - South of Hwy 54					
Nichols Road - Pedestrian Bridge					
Nichols Rd. - North of Hwy 54 to Dude Ranch					
Case Road - South of Hwy 54	\$132,000				
Case Road - Pedestrian Bridge	\$1,000,000				
Case Road - North of Hwy 54		\$960,000			
Jeffries Road - South of Hwy 54				\$79,200	
Jefferies Road - Pedestrian Bridge				\$1,000,000	
Jefferies Road - North of Hwy 54					\$792,000
Yearly Totals	1,312,000	1,320,000	1,720,000	1,235,200	792,000

Sidewalk Project Profiles

1. Osage Beach Parkway TAP – Lakeview Point Drive to Osage Beach Outlets (east entrances)

- Side: North
- Length: 0.3 Miles
- Estimated cost: \$358,554
- Comments: This is a major commercial strip with adjacent residential areas and connects existing sidewalks. This project will fill in the gap and connect the sidewalks located at the Lakeview Point Drive signals to the signals at the entrance to the East Osage Beach Outlets.
- Project currently under review at MoDOT for TAP funding and scheduled for construction in 2022.



Project Cost Estimate - TAP Grant Application

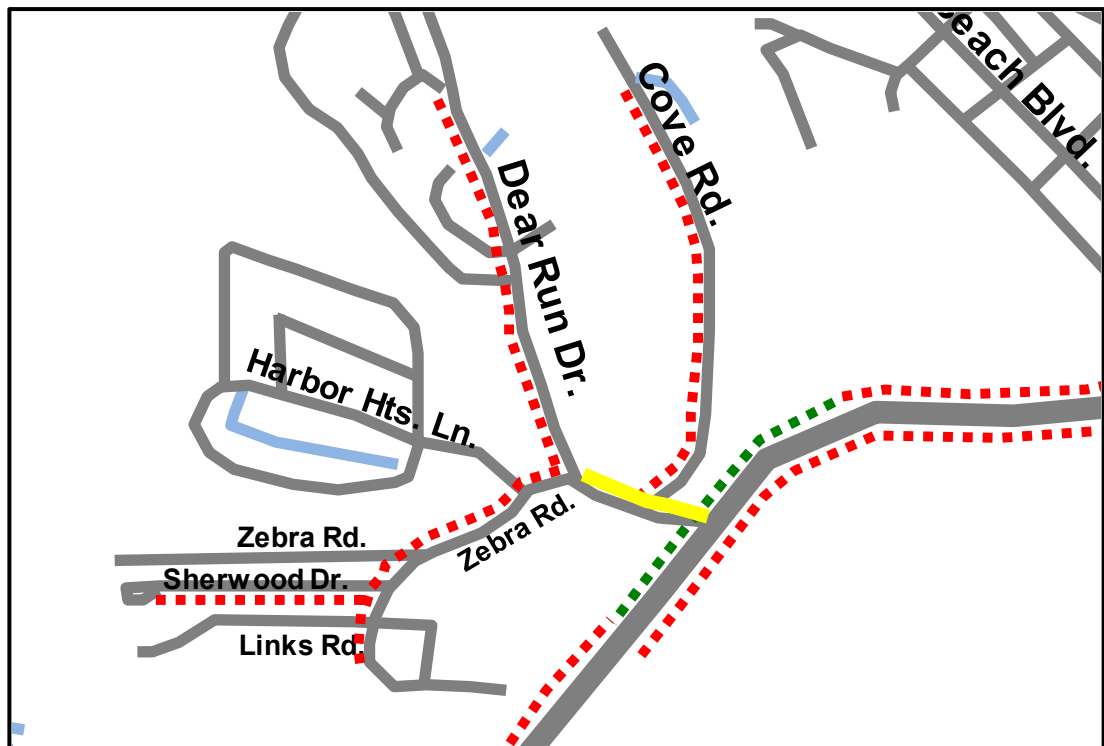
Application Due - January 29, 2021

City of Osage Beach - East Osage Beach Sidewalks

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Removal of Improvements	LS	1	24,000.00	\$24,000.00
2	Linear Grading	STA	15	1,500.00	\$22,500.00
3	ADA Compliant Sidewalks	SF	9,000	6.00	\$54,000.00
4	Concrete Curb and Gutter	LF	400	28.00	\$11,200.00
5	Concrete Entrances	SF	6,000	8.50	\$51,000.00
6	Pedestrian Signal Upgrades	LS	1	15,000.00	\$15,000.00
7	Retaining Wall	SF	1,200	22.00	\$26,400.00
8	Guard Rail Relocation	LF	550	25.00	\$13,750.00
9	Restoration	LS	1	10,000.00	\$10,000.00
10	Construction Mobilization	LS	1	25,000.00	\$25,000.00
11	Construction Traffic Control	LS	1	12,500.00	\$12,500.00
Project Notes: 1. Project length equals approx. 0.3 miles 2. Lakeview Point Dr. to Osage Beach Outlets (east entrance)			Construction Sub-Total		\$265,350
			15% Contingency		\$39,803
			Construction Total =		\$305,153
			Federal Share @ 80% =		\$244,122
			Local Share @ 20% =		\$61,031
			Cochran Application Fee =		\$2,500
			Cochran Surveying/Engineering/Bidding Fee =		\$30,515
			Cochran Construction Engineering =		\$22,886
City Expenditure (20% Share + Application Fee + Engineering)					\$116,932

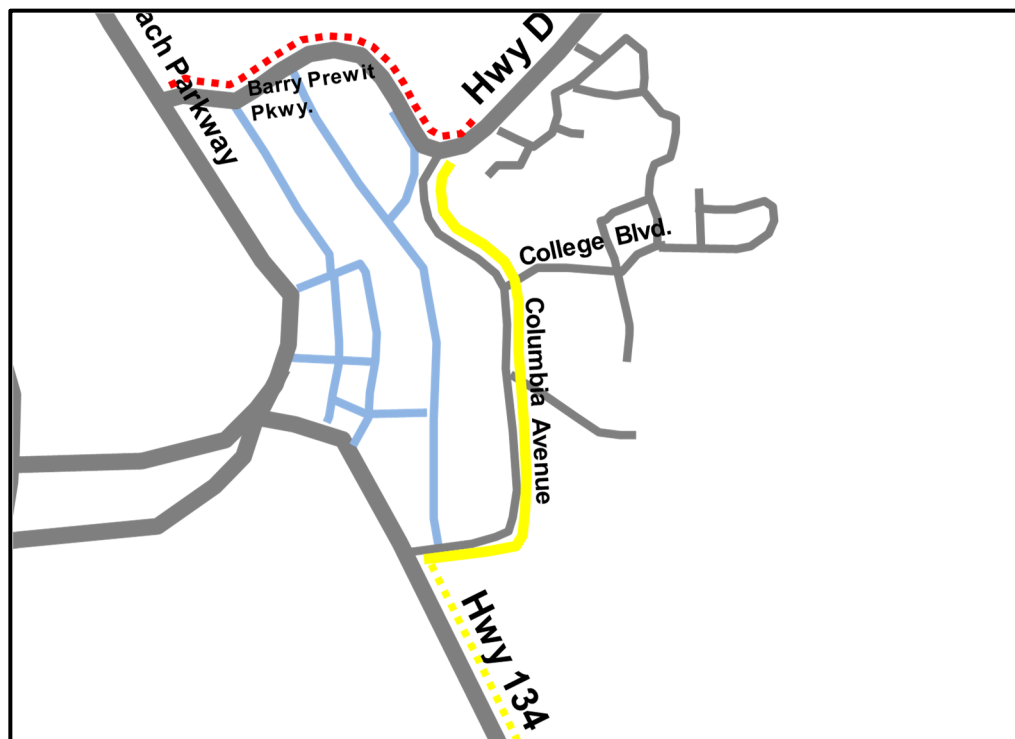
2. Zebra Road – Dear Run to Osage Beach Parkway

- Side: North
- Length: 0.11 Miles
- Estimated cost: \$144,000
- Comments: This is a collector roadway with adjacent residential areas and connects existing sidewalks. This project will fill in the gap and connect the sidewalks located at Dear Run Road, Cove Road, Sherwood Drive to the Osage Beach Parkway and planned TAP project.



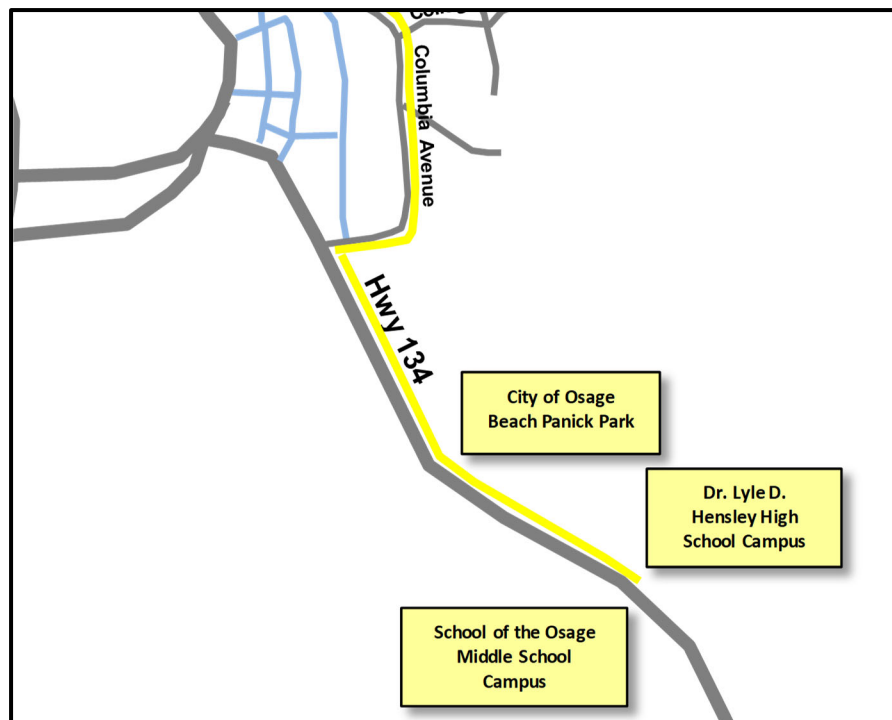
3. Columbia Avenue – Hwy D to Hwy 134

- Side: North
- Length: 0.63 Miles
- Estimated cost: \$363,000
- Comments: This is a collector roadway with adjacent residential areas, Columbia College, and connects existing sidewalks. This project will fill in the gap and connect the sidewalks on Barry Prewit Parkway with the future planned sidewalks on Hwy 134.



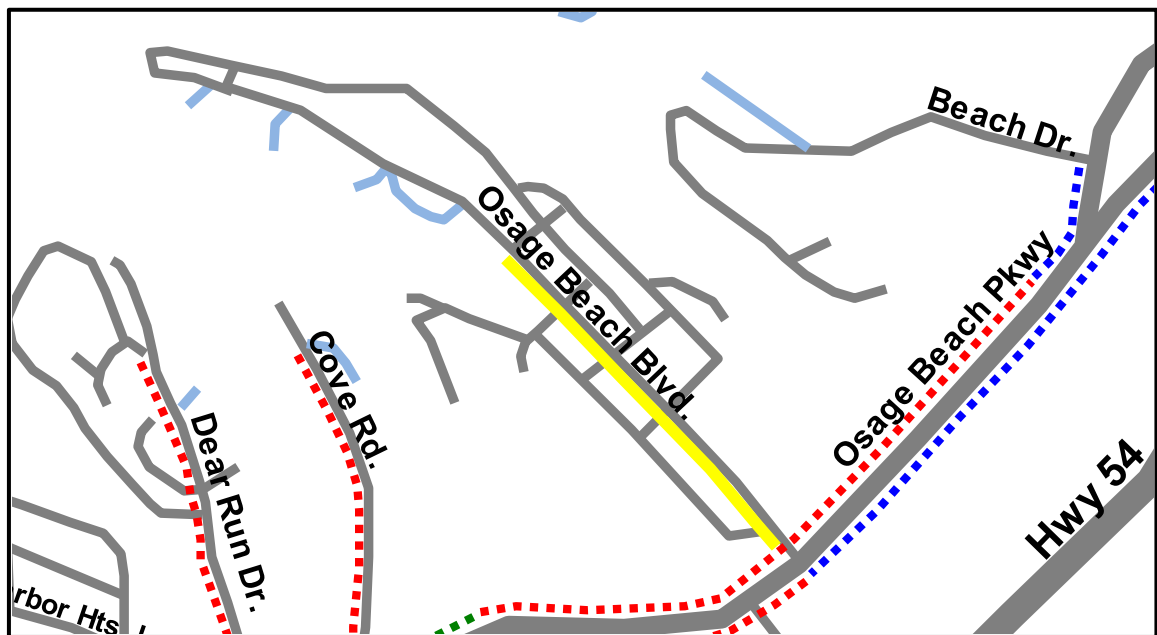
4. Hwy 134 – Columbia Avenue to High School and Middle School Campus

- Side: East
- Length: 0.85 Miles
- Estimated cost: \$562,500
- Comments: This is a state highway that would connect the proposed Columbia Avenue sidewalks with Beach Panick Park, Dr. Lyle De. Hensley High School Campus, and the School of the Osage Middle School Campus.



5. Osage Beach Boulevard – Osage Beach Parkway to Goodfellow Avenue

- Side: South
- Length: 0.45 Miles
- Estimated cost: \$1,095,458
- Comments: this is a sidewalk and road improvement project. The City Council has discussed this project on numerous occasions and consider it a priority project. The sidewalks on this project will connect to the sidewalks on the Parkway.
- See scope of improvements and cost estimate on next page.



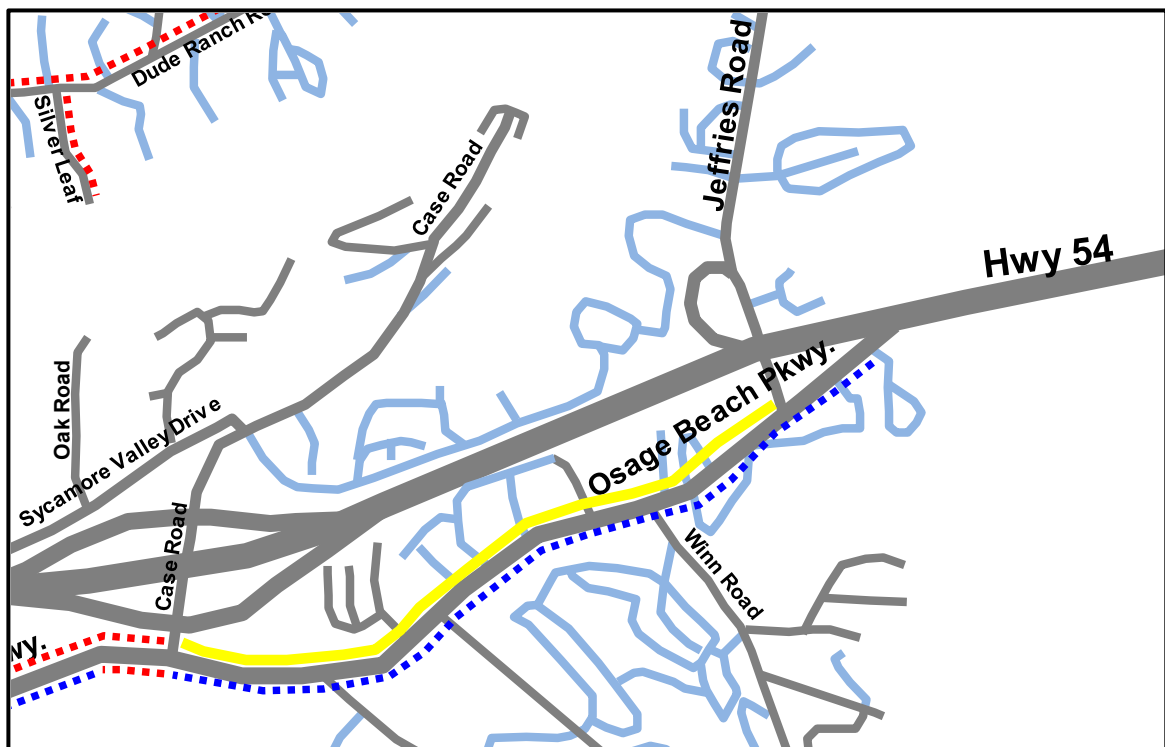
PROJECT COST ESTIMATE

City of Osage Beach - Osage Beach Road Improvement Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price (\$)	Total (\$)
1	Removal of Improvements	LS	1	50,000.00	50,000
2	Linear Grading	STA	22	1,500.00	33,000
3	Driveway Entrances	SF	10,500	6.00	63,000
4	Concrete Sidewalk - one side	SF	11,250	5.00	56,250
5	Type 5 Aggregate for Base	SY	1,250	6.00	7,500
6	Pavement Widening	SY	1,250	75.00	93,750
7	Concrete Curb and Gutter	LF	4,500	25.00	112,500
8	Storm Sewer	LF	1,913	60.00	114,750
9	Asphalt Pavement	TON	1,000	75.00	75,000
10	Street Lighting	EA	15	6,000.00	90,000
11	Pavement Striping	LF	9,000	0.55	4,950
12	Restoration	LS	1	35,000.00	35,000
13	Construction Mobilization	LS	1	65,000.00	65,000
14	Construction Traffic Control	LS	1	10,000.00	10,000
General Notes: 1. Osage Beach Pkwy to Goodfellow Ave. 2. Approximate Length = 0.45 Miles 3. Pavement width - existing @ 22', proposed 26' 4. ROW @ 50'		Construction Totals			810,700
		15% Contingency			121,605
		Surveying/Design Engineering Services			93,231
		Const. Admin./Inspection/Testing			69,923
		Project Total Cost =			1,095,458

6. Osage Beach Parkway – Case Road to Jeffries Road

- Side: North
- Length: 0.85 Miles
- Estimated cost: \$1,080,000
- Comments: This is a major commercial strip and connects existing sidewalks on Osage Beach Parkway to future proposed sidewalks on Jeffries Road. This section of the Parkway has an asphalt paved shoulder and is non-ADA compliant.



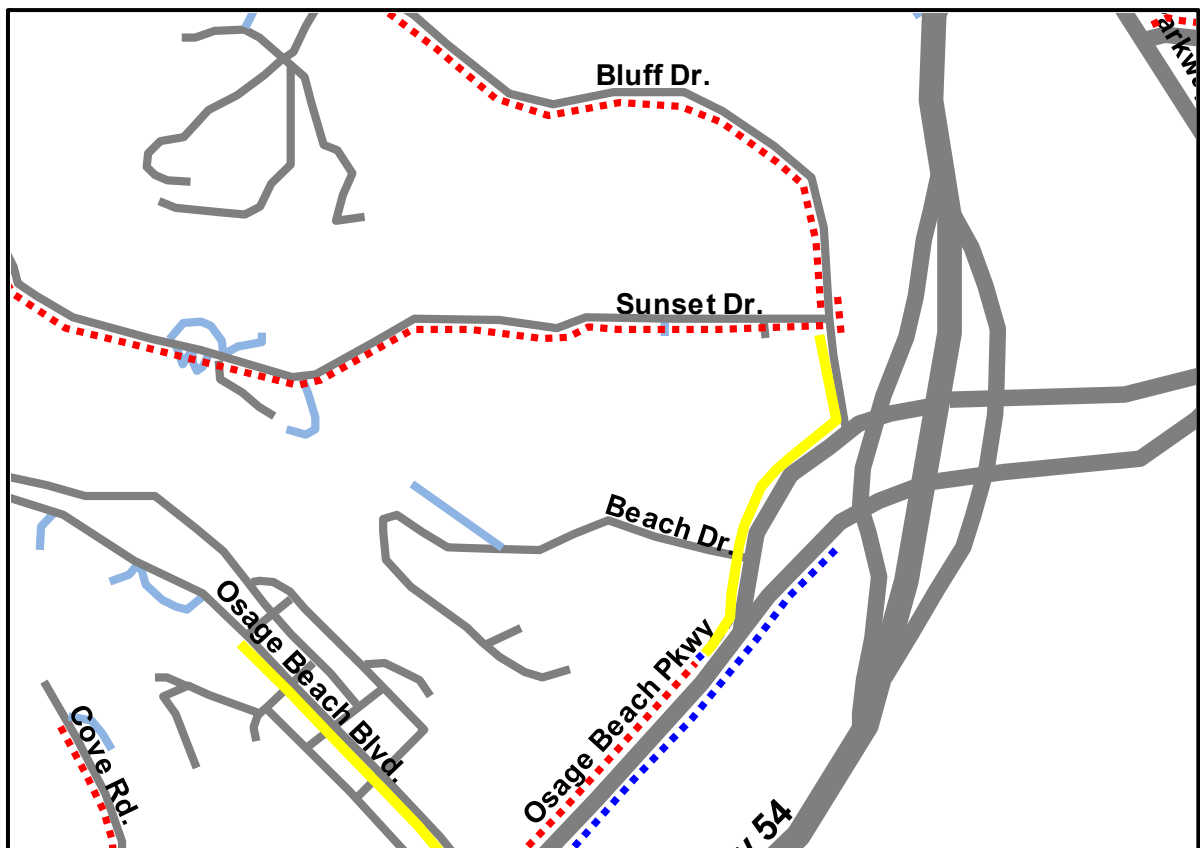
7. Osage Beach Parkway – Lazy Days to Hwy KK

- Side: East
- Length: 1.14 Miles
- Estimated cost: \$1,440,000
- Comments: This is a major commercial strip and connects existing sidewalks on Osage Beach Parkway to the residential on Lazy Days Road.



8. Osage Beach Parkway – Beach Drive to Sunset Drive

- Side: West
- Length: 0.32 Miles
- Estimated cost: \$408,000
- Comments: This is a major commercial strip and will connect the existing sidewalks on Osage Beach Parkway to the sidewalks on Sunset Drive and Bluff Drive.



9. Nichols Road – Roundabout to Hwy 54

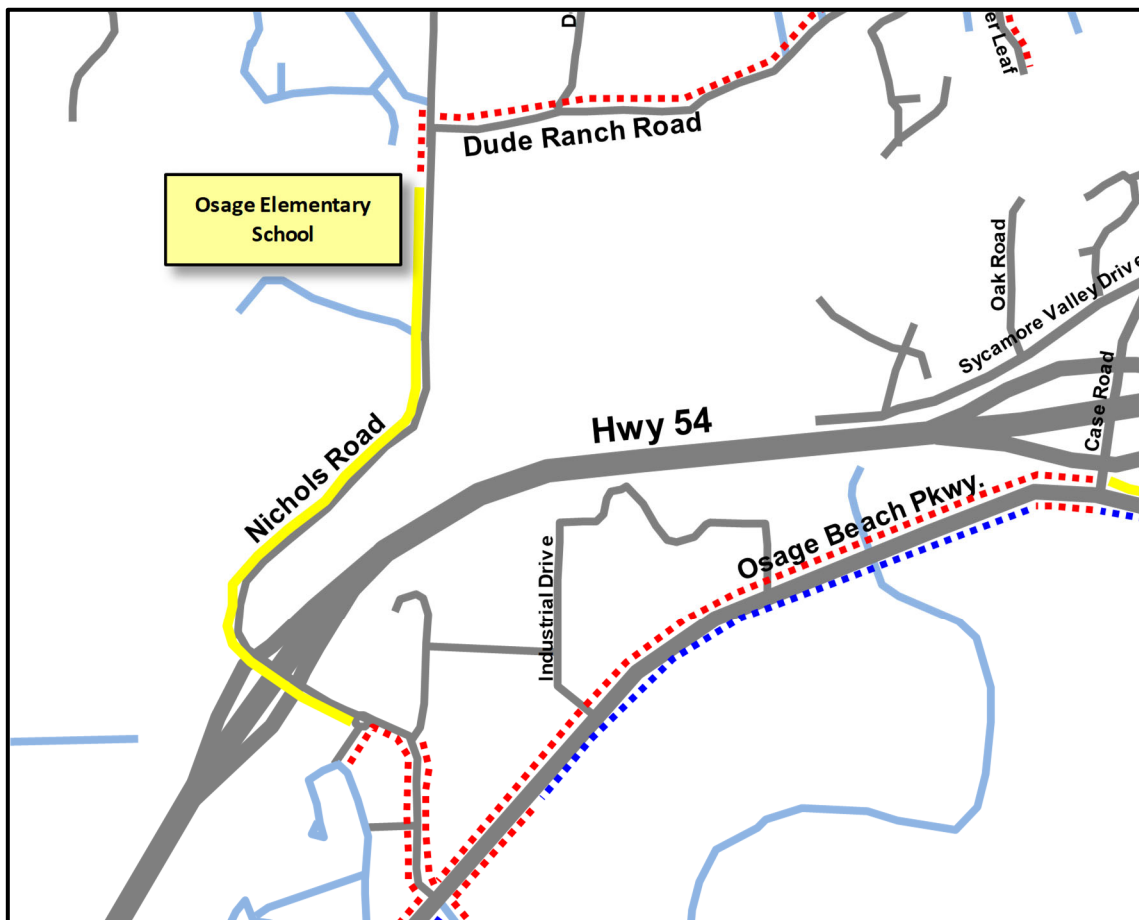
- Side: South
- Length: 0.15 Miles
- Estimated cost: \$192,000

10. Nichols Road – Pedestrian Bridge over Hwy 54

- Side: West
- Length: 250 Feet
- Estimated cost: \$1M

11. Nichols Road – Pedestrian Bridge to Dude Ranch Road

- Side: West
- Length: 0.7 Miles
- Estimated cost: \$888,000
- Comments: this project will connect the existing sidewalks on Nichols Road at the roundabout to the sidewalks at the Osage Beach Elementary School



Examples of Pedestrian Bridges over State Highways

Pedestrian Bridge over Hwy 44 in St. Robert, Missouri

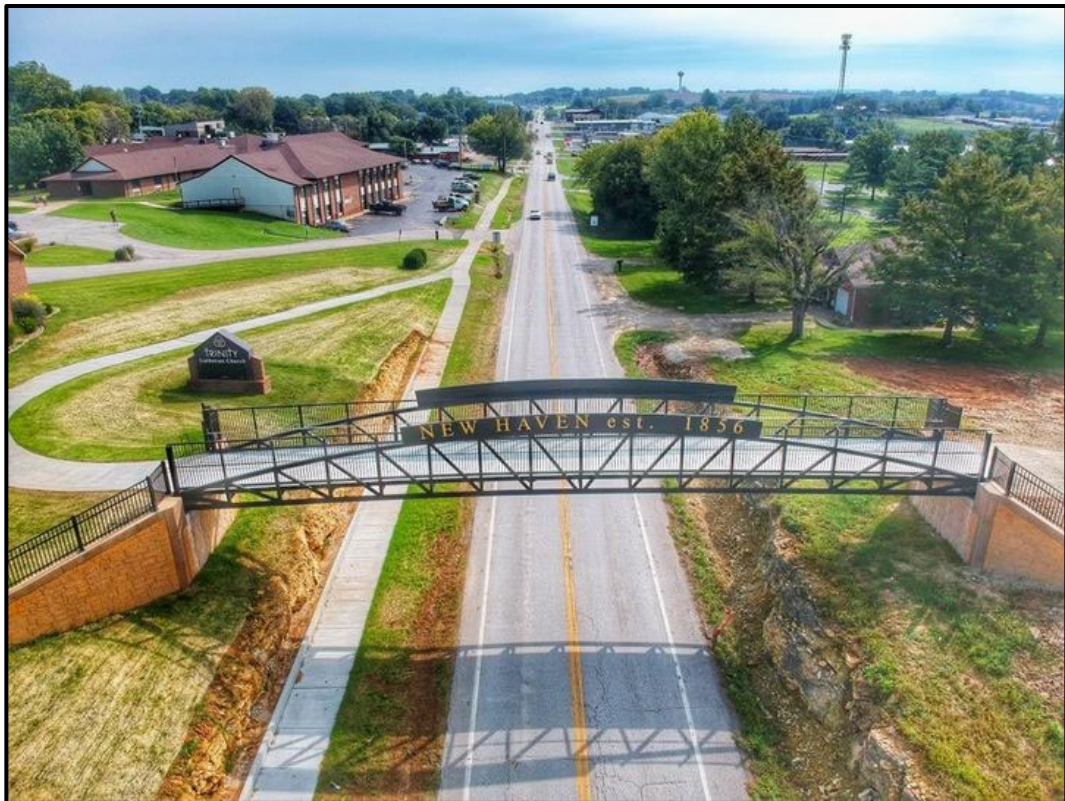


Pedestrian Bridge over Hwy 100 in Wildwood, Missouri



Pedestrian Bridge over Hwy 100 in New Haven, Missouri

This pedestrian bridge was designed by Cochran, and constructed in 2020



12. Passover Road – Osage Beach Parkway to Hwy 54

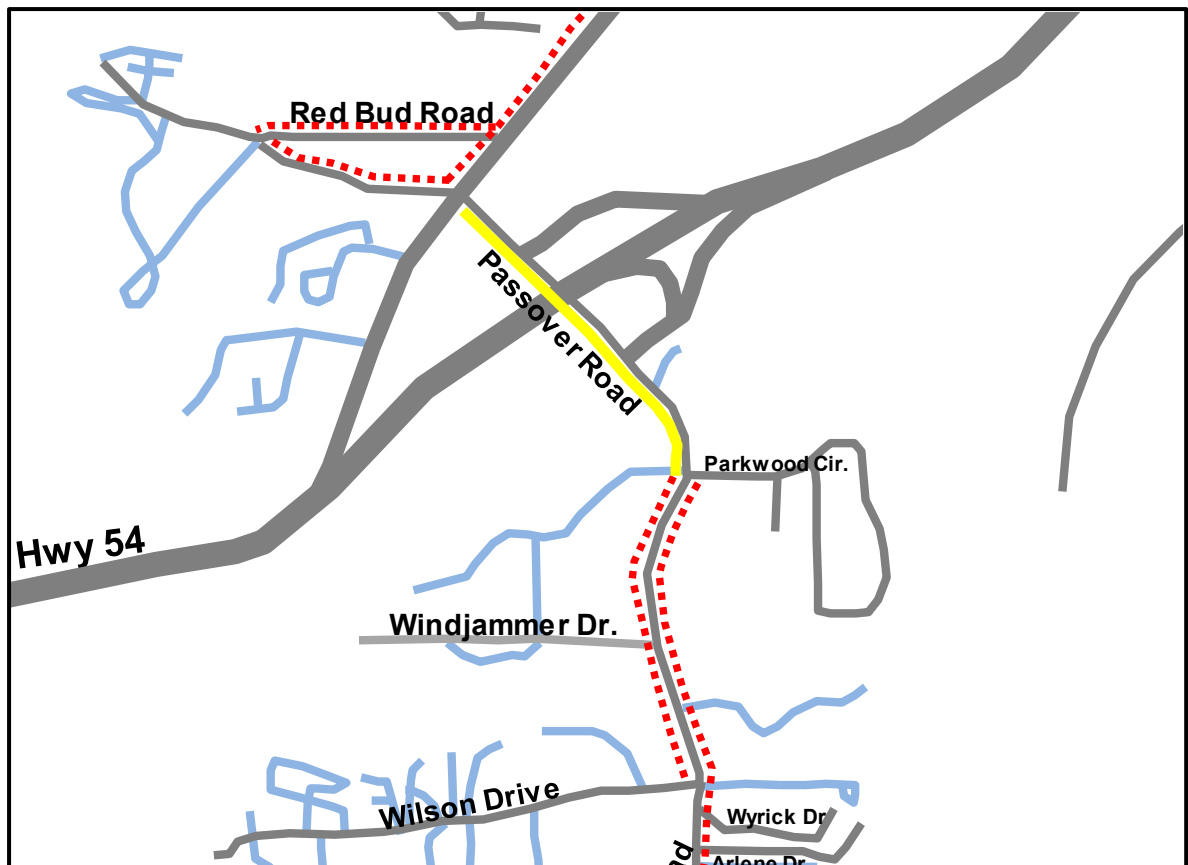
- Side: South
- Length: 0.13 Miles
- Estimated cost: \$168,000

13. Passover Road – Pedestrian Bridge over Hwy 54

- Side: South
- Length: 350 Feet
- Estimated cost: \$1.2M

14. Passover Road – Pedestrian Bridge to Parkwood Circle

- Side: West
- Length: 0.14 Miles
- Estimated cost: \$180,000
- Comments: this project will connect the existing sidewalks on Passover Road to the existing sidewalks on the Osage Beach Parkway.



15. Case Road – Osage Beach Parkway to Hwy 54

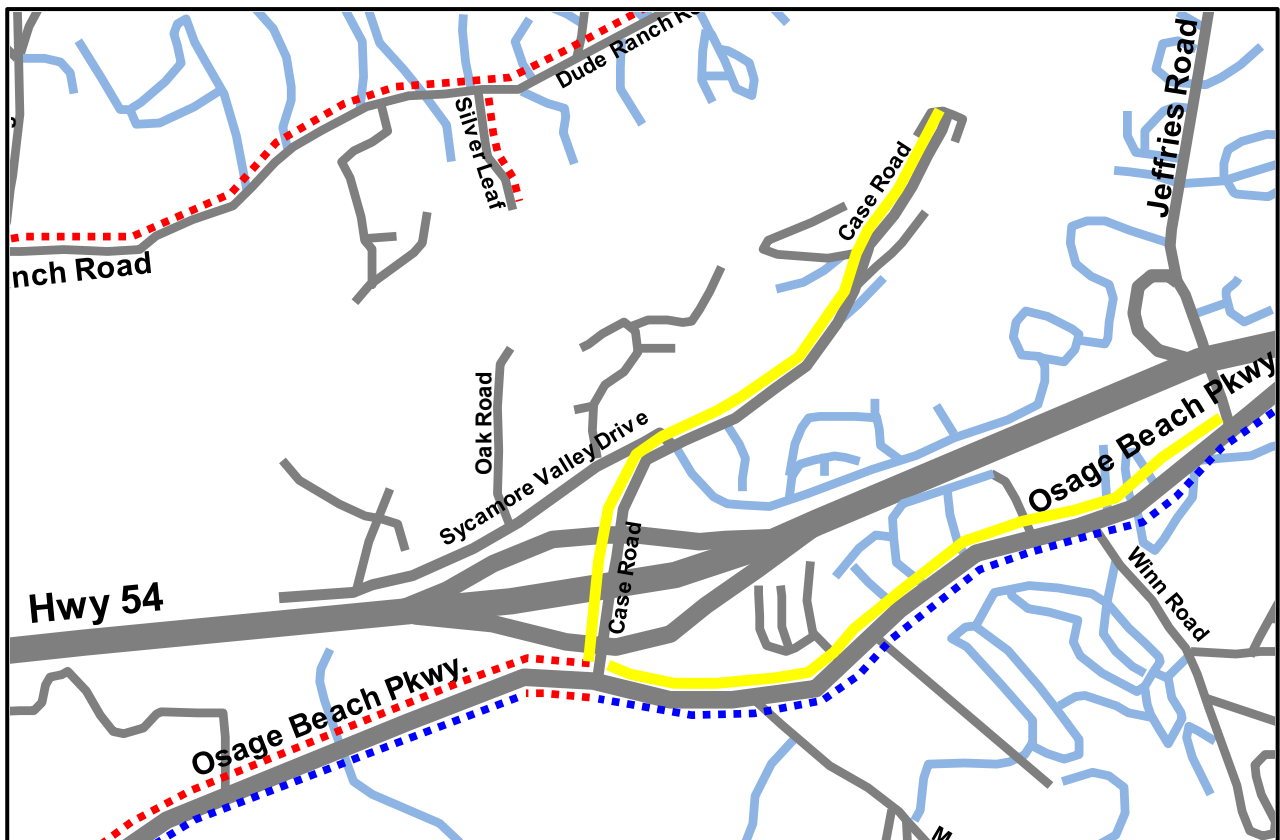
- Side: West
- Length: 0.10 Miles
- Estimated cost: \$132,000

16. Case Road – Pedestrian Bridge over Hwy 54

- Side: West
- Length: 250 Feet
- Estimated cost: \$1M

17. Case Road – Pedestrian Bridge to the end of Case Road

- Side: West
- Length: 0.76 Miles
- Estimated cost: \$960,000
- Comments: this project will connect the existing sidewalks on Osage Beach Parkway to the residential on Case Road.



18. Osage Beach Parkway – Barry Prewit Parkway to Hwy 54

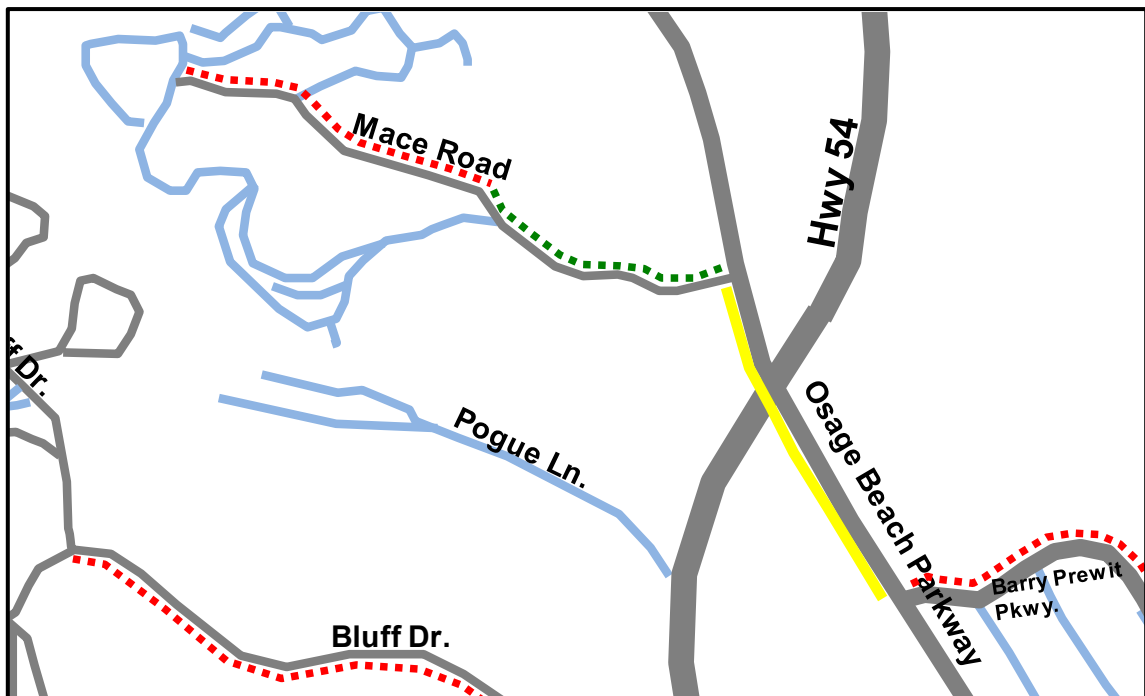
- Side: West
- Length: 0.28 Miles
- Estimated cost: \$360,000

19. Osage Beach Parkway – Pedestrian Bridge over Hwy 54

- Side: West
- Length: 430 Feet
- Estimated cost: \$1.72M

20. Osage Beach Parkway – Pedestrian Bridge to Mace Road

- Side: West
- Length: 0.12 Miles
- Estimated cost: \$156,000
- Comments: this project will connect the existing sidewalks on Osage Beach Parkway to the new sidewalks on Mace Road.



21. Jeffries Road – Osage Beach Parkway to Hwy 54

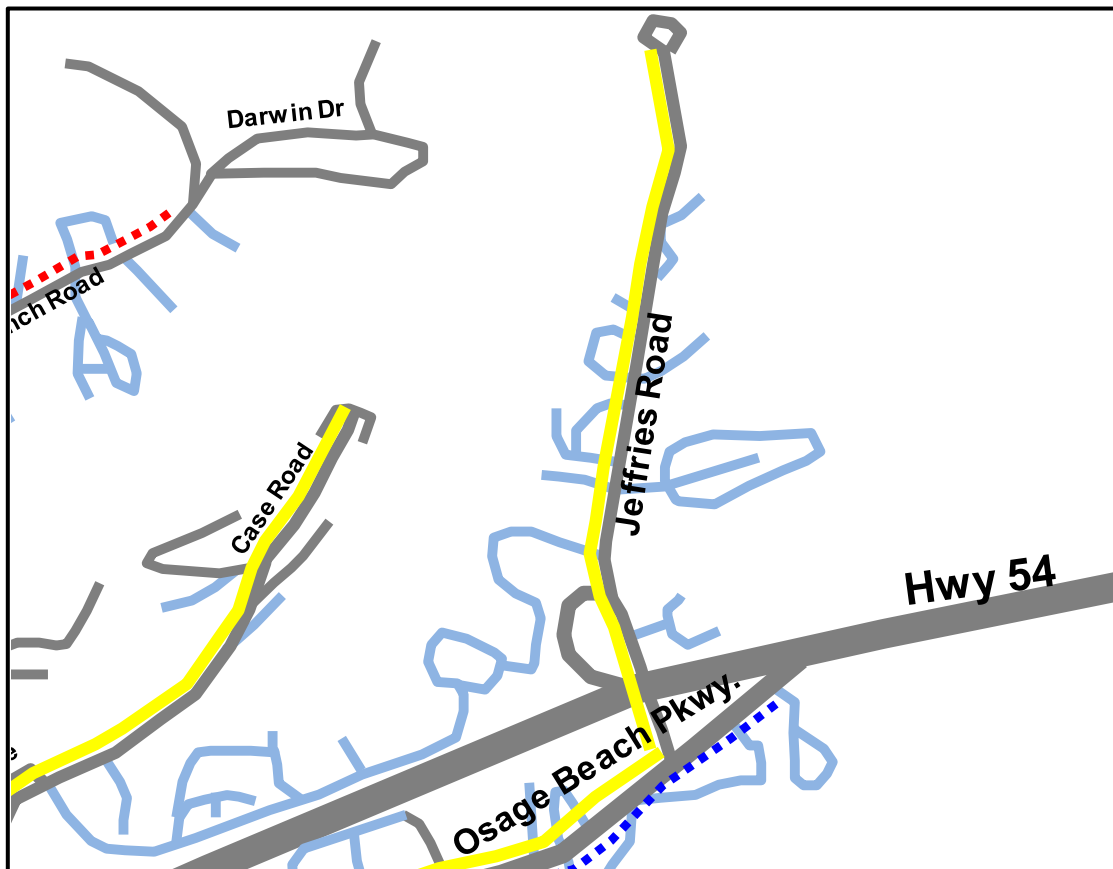
- Side: West
- Length: 0.06 Miles
- Estimated cost: \$79,200

22. Jeffries Road – Pedestrian Bridge over Hwy 54

- Side: West
- Length: 25 Feet
- Estimated cost: \$1M

23. Jeffries Road – Pedestrian Bridge to the end of Jeffries Road

- Side: West
- Length: 0.63 Miles
- Estimated cost: \$792,000
- Comments: this project will connect the existing sidewalks on Osage Beach Parkway to the residential on Jeffries Road.



MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
May 20, 2021

The Board of Aldermen of the City of Osage Beach, Missouri, conduct a Regular Meeting on Thursday, May 20, 2021 at 6:00 p.m. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Bob O'Steen, Alderman Tom Walker, Alderman Phyllis Marose, Alderman Richard Ross, and Alderman Kevin Rucker. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, City Attorney Ed Rucker, Police Chief Todd Davis, Assistant City Administrator Mike Welty, City Planner Cary Patterson, Human Resource Specialist Cindy Leigh, City Treasurer Kerri Bell, Airport Manager Ty Dinsdale, Public Works Operations Manager Kevin Crooks, IT Manager Mikeal Bean and Dave Van Leer/Cochran Engineering.

MAYOR'S COMMUNICATIONS

Welcome to our new Police Officer Justin Hutsler. Beach Drive is almost completed. Some painting and landscaping are still needed. Thank you to Gary Prewitt for allowing the City to use his property to park some vehicles. Don Chisholm a past Committee member has passed away. Welcome Brenda Parry to the meeting. She will be learning some City Clerk duties.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 21-20 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article V, Section 500.140: Adoption of International Plumbing Code and replacing it with a new Chapter 500, Article V, Section 500.140: Adoption of 2018 International Plumbing Code. *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 21-20. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 21-20 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman O'Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-20 was passed and approved as Ordinance 21.20.

Bill 21-21 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article II, Section 500.040 Adoption of National Electrical Code and replacing it with a new Chapter 500, Article II Section 500.040: Adoption of 2017 National Electrical Code. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 21-21. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 21-21 and to pass same into ordinance: "Ayes" Alderman Ross, Alderman O'Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-21 was passed and approved as Ordinance 21.21.

Bill 21-22 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article IV, Section 500.110: Adoption of International Mechanical Code and replacing it with a new Chapter 500, Article IV Section 500.110: Adoption of 2018 International Mechanical Code. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 21-22. This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 21-22 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-22 was passed and approved as Ordinance 21.22.

Bill 21-23 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article I, Section 500.035 Adoption of International Residential Code and replacing it with a new Chapter 500, Article I Section 500.035: Adoption of 2018 International Residential Code. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 21-23. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 21-23 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-23 was passed and approved as Ordinance 21.23.

Bill 21-24 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article I, Section 500.010: 2012 International Building Code - Adoption and replacing it with a new Chapter 500, Article I, Section 500.010: Adoption of 2018 International Building Code. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 21-24. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 21-24 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-24 was passed and approved as Ordinance 21.24.

Bill 21-25 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article VIII, Section 500.240: Adoption of International Fuel Gas Code and replacing it with a new Chapter 500, Article VIII, Section 500.240: Adoption of 2018 International Fuel Gas Code. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 21-25. This motion was seconded by Alderman O’Steen. The following roll call was taken to approve the second and final reading of Bill 21-25 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-25 was passed and approved as Ordinance 21.25.

Bill 21-26 - An ordinance of the City of Osage Beach, Missouri, Adopting the International Existing Building Code, 2018 Edition by Creating a New Section 500.025 within Chapter 500 Article 1.

Alderman Walker made a motion to approve the second reading of Bill 21-26 This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 21-26 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-26 was passed and approved as Ordinance 21.26.

Bill 21-27 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article VII, Section 500.180: Adoption of Fire Prevention Code and replacing it with a new Chapter 500, Article VII, Section 500.180: Adoption of Fire Prevention Code. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 21-27 This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 21-27 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-27 was passed and approved as Ordinance 21.27.

Bill 21-28 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing Chapter 500, Article III, Section 500.080 Adoption of International Property Maintenance Code and replacing it with a new Chapter 500, Article III, Section 500.080: Adoption of 2018 International Property Maintenance Code. *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 21-28 This motion was seconded by Alderman Walker. The following roll call was taken to approve the second and final reading of Bill 21-28 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-28 was passed and approved as Ordinance 21.28.

Bill 21-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Stockman Construction Corp. for the Wren Lane Improvements Project in an amount not to exceed \$107,465.00. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 21-29 This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 21-29 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman O’Steen, Alderman Becker, Alderman Walker, Alderman Marose and Alderman Rucker. Bill 21-29 was passed and approved as Ordinance 21.29.

NEW BUSINESS

Bill 21-30 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to execute a contract with Anderson Engineering Inc. for preliminary and construction engineering services for the Osage Beach Parkway Extension to Executive Drive project in an amount not to exceed \$74,080. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 21-30. This motion was seconded by Alderman Becker. Motion passes unanimously.

Bill 21-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for LOZ En Plein Air Art Festival Event Support Request, in an amount not to exceed \$2,000.00. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 21-31. This motion was seconded by Alderman O’Steen. Motion passes unanimously.

Presentation - Conceptual Sidewalk Master Plan

Dave Christensen – Cochran Engineering – Presented a conceptual Sidewalk Master Plan.

After a lengthy discussion, the Board of Alderman decided to take some time to review and make some suggested changes. Then once all the suggestions are given to City Administrator Woods, she will bring it back before the entire Board at a future meeting.

Discussion -FY2021 Budget Update and Debt Reconciliation

See Attached Memo from the City Administrator

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – Attended the Leadership Training and the interactions were impressive.

Alderman Marose – Congratulations to Cindy Leigh for her 20 years of service to the City. Welcome to Kevin Crooks. When can we expect the round-about to be beautified?

Alderman O'Steen – Happy Memorial Day Weekend

Alderman Rucker – Welcome Kevin Crooks. Congratulations to the Water Department for their quick response to a water leak with his neighbors. Nice to see some work being done at the new Hobby Lobby location.

STAFF COMMUNICATIONS

City Administrator Woods – MML is working with the State to put together some procedures on getting the COVID relief funds handed out to the Municipalities. MML is also working on a statewide campaign regarding the Wayfair Act to help communities.

City Treasurer Bell – Working with the City Clerk's office learning new banking software. The 2020 Audit will be presented to the Board at the second meeting in June.

Cochran Engineering Dave Van Leer – Bringing Mase Road Phase 2B to the Board for the first reading.

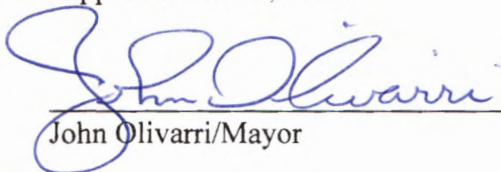
Dave Van Leer and Attorney Ed Rucker will meet to review the legal issues with Autumn Lane.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 8:16 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 May 20, 2021 and approved June 3, 2021.


Tara Berreth/City Clerk


John Olivarri/Mayor



Memo from the City Administrator

To: Mayor, BOA, and Management Team

From: Jeana Woods, City Administrator

Date: 05/13/2021

Re: FY2021 Budget Reconciliation as of April 30, 2021

Reserve Funds Update

Debt Summary and Forecast

The following is an FY2021 Operating Budget update as of April 30, 2021. The FY2020 Financial Statement audit work has been completed and final document is pending in draft form; however, I have used the draft version, pending any last-minute changes, in my report below.

Please note, during the FY2021 budget process in the fall of 2020, revenue and expenditure estimations for the final months of FY2020 are needed to outline the spending plan for FY2021 as adopted in December. These estimations are based on current spending and unaudited financial data. The following is a summary of the FY2021 beginning cash and investments available, adjusted per the FY2020 audit draft and factors that contributed to the increases/decreases.

General Fund – 10:

- Beginning balances for FY2021 were +15%; adjusted net estimated unrestricted spending available at year-end FY2021 is \$265,000 +/-; an increase of \$265,000+/- from budget.
 - Additional incoming revenues in FY2020 related to COVID contributed to nearly \$100,000 of the increase.
 - FY2020 expenditures came in lower than estimated during the budget process.
- Through April 2021, 31.9% of budgeted revenues and 30.3% of budgeted expenditures have been realized.

Capital Improvement Fund – 19 :

- Beginning balances for FY2021 were <3%>; adjusted net estimated unrestricted spending available year-end FY2021 is \$1.3 million +/-; a decrease of \$6,700+/- from budget.
 - FY2020 expenditures came in higher than estimated due directly to required TIF transfers due to the increase in sales tax revenue within the TIF districts.
- Through April 2021, 30.1% of budgeted revenues and 30.3% of budgeted expenditures have been realized.

Transportation Fund – 20:

- Beginning balances for FY2021 were +6%; adjusted net estimated unrestricted spending available year-end FY2021 is \$478,000+/-; an increase of \$253,000+/- from budget.
 - FY2020 revenues came in higher, and FY2020 expenditures came in lower than estimated during the budget process.
- Through April 2021, 24.2% of budgeted revenues and 12.8% of budgeted expenditures have been realized.

Water Fund – 30:

- Beginning balances for FY2021 were +14%; adjusted net estimated unrestricted spending available year-end FY2021 is \$265,000+/-; an increase of nearly \$265,000+/- from budget.
 - FY2020 revenues came in slightly higher, and FY2020 expenditures came in lower than estimated during the budget process.
- Through April 2021, 32.8% of budgeted revenues and 33.8% of budgeted expenditures have been realized.

Sewer Fund – 35:

- Beginning balances for FY2021 were nearly the same as budgeted; estimated unrestricted spending available year-end FY2021 is \$3,500+/-, only slightly adjusted as budgeted.
 - FY2020 revenues and expenditures came in slightly higher than estimated during the budget process.
- Through April 2021, 30.8% of budgeted revenues and 29.2% of budgeted expenditures have been realized.

Ambulance Fund – 40:

- Beginning balances for FY2021 were +139%; adjusted net estimated unrestricted spending available year-end FY2021 is \$87,800+/-; an increase of nearly \$84,000+/- from budget.
 - FY2020 revenues came in higher, and FY2020 expenditures came in slightly lower than estimated during the budget process.
- Through April 2021, 35.1% of budgeted revenues and 33.7% of budgeted expenditures have been realized.

Lee C Fine Airport Fund – 45:

- Beginning balances for FY2021 were +123%; adjusted net estimated unrestricted spending available year-end FY2021 is \$171,000+/-; an increase of nearly \$167,000+/- from budget.
 - FY2020 revenues came in higher, and FY2020 expenditures came in lower than estimated during the budget process. This is mainly due to the timing of grant projects and direct related grants funding.
- Through April 2021, 4.2% of budgeted revenues and 3.2% of budgeted expenditures have been realized.

Grand Glaize Airport Fund – 47:

- Beginning balances for FY2021 were +31%; adjusted net estimated unrestricted spending available year-end FY2021 is \$21,400+/-; an increase of nearly \$19,000+/- from budget.
 - FY2020 expenditures came in lower than estimated during the budget process.
- Through April 2021, 19.9% of budgeted revenues and 27.0% of budgeted expenditures have been realized.

Component Units – Prewitt's Point TIF and the Dierbergs TIF Funds: The unrestricted funds net cash and equivalent availability for both TIF Funds were unchanged as funding for both flow through to pay respective debt service. Both funds experienced higher FY2020 revenues directly due to the increase in sales tax collection within the respective districts.

Fund Reserves

In 2017, the Board of Aldermen adopted the City's first Reserve Policy establishing fund reserves and specific target levels of reserves based on O&M averages and capital expenditures calculations for the General Fund, Transportation Fund, Water Fund, Sewer Fund, Lee C Fine Fund, and the Grand Glaize Fund.

The following are budgeted FY2021 and year-end estimated reserve levels post FY2020 audit draft.

Restricted-Fund Reserves - Post FY2020 Audit Reconciliation			
<u>Governmental Funds</u>	<u>FY2021 Budget</u>	<u>FY2021 Est 12/31/2021</u>	
General Fund*	\$1,403,492	\$1,403,492	0.0%
CIT Fund	\$0	\$0	0.0%
Transportation Fund*^	\$3,859,835	\$3,859,887	0.0%
<u>Enterprise Funds</u>			
Water Fund*^	\$1,689,330	\$1,680,953	-0.5%
Sewer Fund*^	\$921,474	\$926,515	0.5%
Ambulance Fund	\$0	\$0	0.0%
Lee C Fine Fund	\$46,200	\$46,200	0.0%
Grand Glaize Fund	\$21,700	\$21,700	0.0%
<u>Component Units</u>			
Prewitt's Point TIF Fund	\$0	\$0	0.0%
Dierbergs TIF Fund	\$0	\$0	0.0%
Total Budgeted Reserves	\$7,942,031	\$7,938,747	0.0%
*Reserve levels fluctuate based on capital asset replacement.			
^Amounts estimated 12/31/21 represent full reserve based on purchasing activity.			
<u>General Fund Reserve</u> estimated at 12/31/21 is representative of 83% funded;			
Reserve Policy target at 12/31/21 is 85%			

Debt Service Reconciliation

The enclosed is an update on the City's Outstanding Debt with future year forecasting based on the current amortization schedules.

Based on past conversations with the Mayor and Board of Aldermen, there was interest in further conversations regarding any opportunities for us to pay debt off early to save on debt service costs.

Addition notes regarding Debt Service:

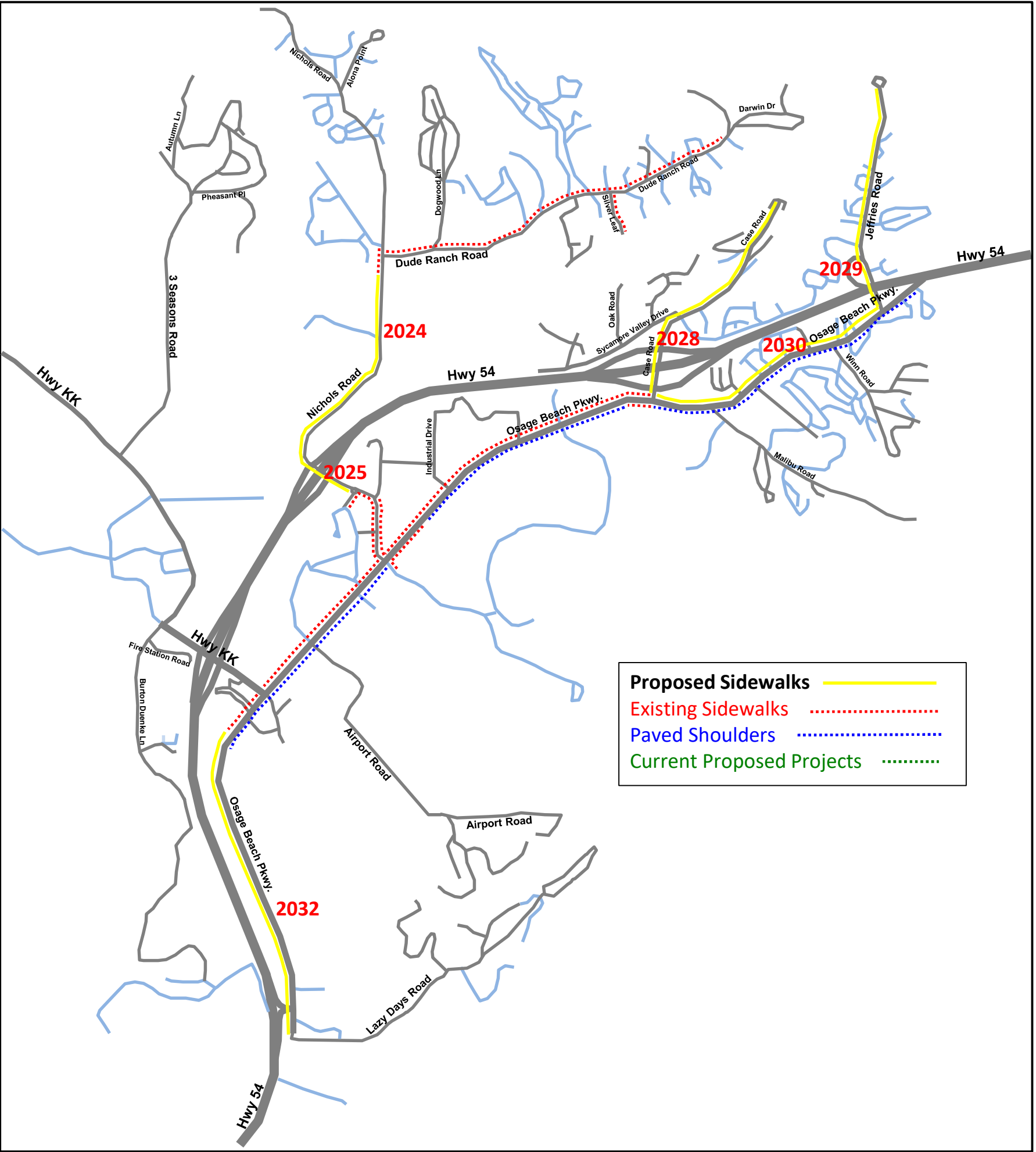
- 1) Budget reflects debt service per amortization schedules. Actual bond payments occur prior to scheduled due dates. For example, bond due dates of January 1 (beginning of our fiscal year), cash payments will occur in prior fiscal year. All water and sewer bonds have a semi-annual payment schedules, January and July. 2020 TIF has a semi-annual payment schedule of May and November.
- 2) Water and sewer bonds may be called for full redemption and payment prior to maturity without consent of the bondholder on either by June 1 or December 1, plus accrued interest to the redemption date (per bond documents). An estimated minimum Sixty-day (60) notice to MoDNR is needed for such full redemption. For example, if intent is to fully redeem a bond on June 1 (prior to a July scheduled payment), notice to MoDNR would be needed no later than April 1. Further confirmation of timelines will be determined if such decision is made on a specific bond. Partial redemptions require consent of bondholder, additional notice to MoDNR (should said consent be given), and formal recalculations of amortization schedules by bondholder will be required; additional cost associated with partial redemption will apply.
- 3) Water and sewer bonds have a Debt Service Reserve Fund requirement. The final year for payment, any said reserves (if required to be held in the CIT Fund) are utilized for bond redemption. Each bond varies in said requirement.
- 4) Based on current sales tax collection activity and should said activity remain constant, the 2020 TIF Bonds are expected to pay off prior to FY2023.

Project Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
East Side Sidewalk Projects:											
Osage Beach Pkwy - Dierbergs	\$251,996										
Osage Beach Pkwy - Barry Prewitt to Goldie Pearl	\$114,802										
Hwy 42 - TAP (const. local share)		\$150,000	\$151,872								
Osage Beach Road Sidewalks			<i>in PPMP</i>								
Zebra Road - Dear Run to Pkwy				\$13,500	\$150,000						
Columbia Avenue				\$44,550	\$495,000						
Osage Beach Pkwy - Beach to Sunset				\$38,250	\$425,000						
Passover Road Sidewalks - North					\$15,750	\$175,000					
Passover Road Pedestrian Bridge					\$121,500	\$1,350,000					
Passover Road Sidewalks - South					\$16,875	\$187,500					
Osage Beach Pkwy - Barry Prewitt Pkwy									\$33,750	\$375,000	
Osage Beach Pkwy - Pedestrian Bridge									\$174,150	\$1,935,000	
Osage Beach Pkwy - connection to Mace									\$14,625	\$162,500	
West Side Sidewalk Projects:											
Nichols Rd. - North of Hwy 54 to Dude Ranch		\$83,250	\$925,000								
Nichols Road - South of Hwy 54			\$18,000	\$200,000							
Nichols Road - Pedestrian Bridge			\$100,000	\$1,125,000							
Case Road - South of Hwy 54						\$12,375	\$137,500				
Case Road - Pedestrian Bridge						\$101,250	\$1,125,000				
Case Road - North of Hwy 54						\$90,000	\$1,000,000				
Jeffries Road - South of Hwy 54							\$7,425	\$82,500			
Jefferies Road - Pedestrian Bridge							\$101,250	\$1,125,000			
Jefferies Road - North of Hwy 54							\$74,250	\$825,000			
Osage Beach Pkwy - Case to Jefferies								\$64,800	\$720,000		
Osage Beach Pkwy - Lazy Days to Hwy KK											\$1,020,000
Yearly Totals	366,798	233,250	1,194,872	1,421,300	1,369,325	1,916,125	2,445,425	2,097,300	942,525	2,472,500	1,020,000

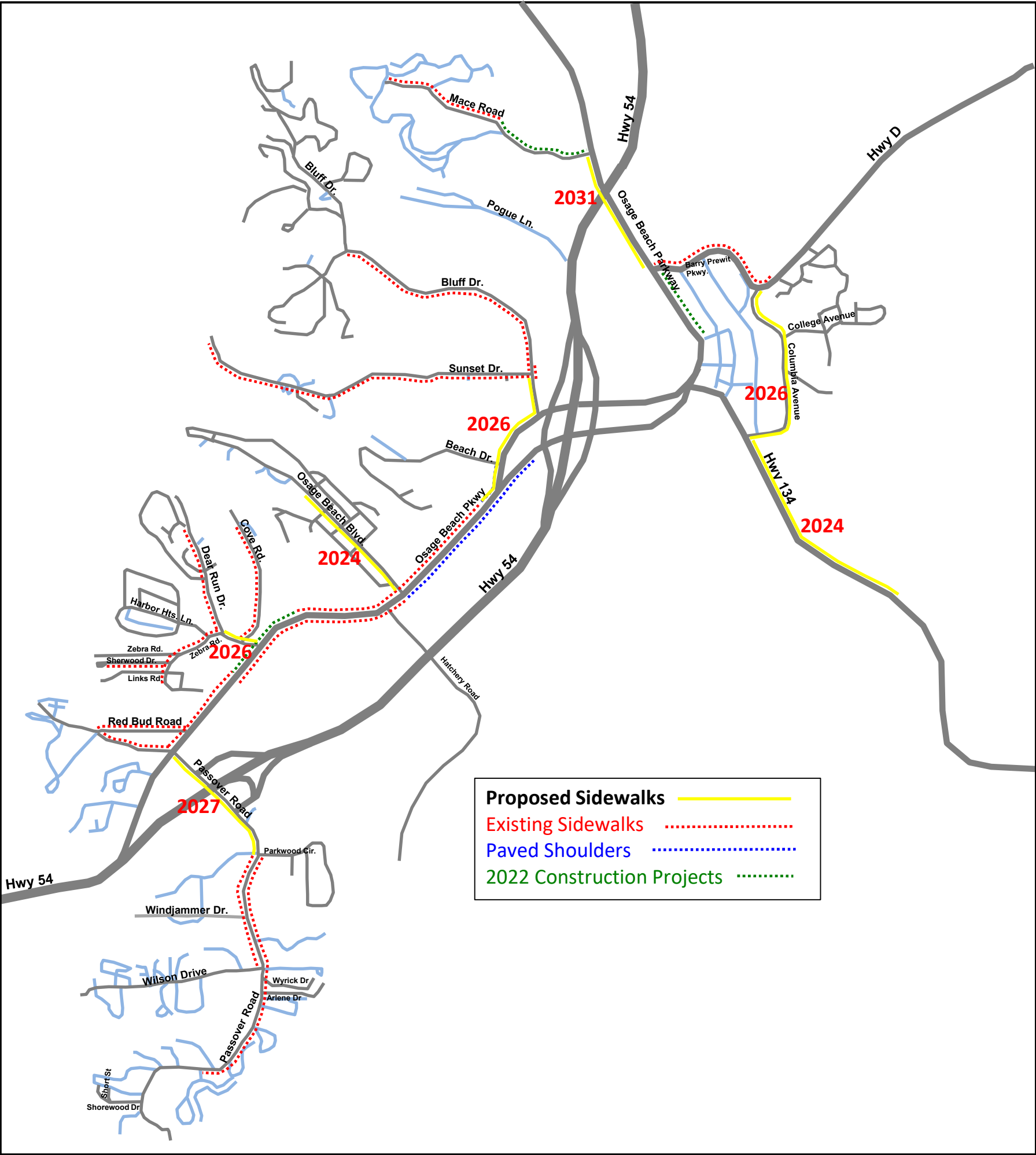
Total Cost of 10 year plan (23' thru 32') = 15,112,622

Note: the blue font numbers are for the survey/design; black font includes construction.

City of Osage Beach - West Side



City of Osage Beach - East Side



- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.