



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

3162 Bagnell Dam Blvd.
Lake Ozark, MO 65049
573/365-5378 FAX 573/365-4515
www.cityoflakeozark.net

NOTICE OF MEETING

**Lake Ozark Board of Aldermen
Regular Session
August 25, 2020 -- 6:00 P.M.
Lake Ozark City Hall**

***** Note: Please turn your cell phone off or on silent. Sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZEN COMMUNICATIONS

- **During the COVID-19 pandemic, the six-foot distancing recommendation, and the 10 persons per grouping will be imposed for all board members and essential staff attending the meeting. The Board meetings are required by law, are open to the public. However, the public will enter the City Hall through the regular business entrance one at a time, and anyone wishing to address the Board will be able to at the podium set up in the back of the room.**
- This time is set aside on the Agenda for citizens and visitors to address the Mayor and Board of Aldermen on any topic that is not a Public Hearing. The Board of Aldermen cannot take action on any item not listed on the Agenda, but the Mayor and Board do welcome and value input and feedback from the public. Speakers will be restricted to three minutes for non-agenda items; five minutes for agenda items unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

A. Agenda	1-3
B. Minutes of the August 11, 2020 Regular Meeting	5-10
C. Reports	
1. City Clerk	
a. Caterer's License; Dam Good Slice, September 4, 5, 11, 12, 17, 18, 19, 25, 26, 2020; 1097 Bagnell Dam Blvd.	11
b. Caterer's License; Gentlemens Quarters, September 19, 2020; 1758 Bagnell Dam Blvd.	13-14
c. Caterer's License; Icehole, LLC, September 12, 2020; 1371 Bagnell Dam Blvd.	15
d. Caterer's License; Off the Cliff, September 4, 5, 11, 12, 17, 18, 19, 25, 26, 2020; 66 North Shore Drive.	17

OLD BUSINESS

A. Bill No. 2020-24; approving an Agreement with Yellow Dog Holdings, LLC. regarding a Lease of City right-of-way (second reading)	19-23
B. Bill No. 2020-25; amending Section 405.160 C. of the Code of the City of Lake Ozark, Missouri (second reading)	25-26

NEW BUSINESS

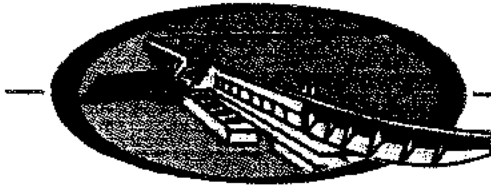
A. Special Event Application; Benne Media, Bike Fest on the Strip; September 18, 19, 20, 2020.	27-34
B. Application and Revocable License for use of property (Temporary Outdoor Consumption Permit) Bike Fest, September 18, 19, 20, 2020.	35
C. Bill No. 2020-26; approving an Agreement between the City and certain establishments licensed to sell liquor by the drink (Bike Fest) (first reading)	37-42
D. Bill No. 2020-27; amending Section 700.120 of the Code of the City of Lake Ozark (solid waste) (first reading)	43-44
E. Resolution No. 2020R-23; Approving and accepting the Outdoor Warning Siren System Planning Study of Miller Companies.	45 & side pocket
F. Resolution No. 2020R-24; authorizing the destruction of City records	47-54
G. Resolution No. 2020R-25; accepting the Lake of the Ozarks Council of Local Governments gratis Proposal to update the Comprehensive Plan of the City of Lake Ozark	55-58

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURNMENT

If any member of the public requires a specific accommodation as address by the American with Disabilities Act, please contact the City Clerk's office 48 hours in advance of the meeting at the telephone number above.



City of Lake Ozark

At Bagnell Dam — Lake of the Ozarks

Lake Ozark Board of Aldermen Minutes – Regular Meeting

August 11, 2020

Time: 6:00 pm

Place: Lake Ozark City Hall; 3162 Bagnell Dam Blvd.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Gerry Murawski – Present
Alderman Mark Maples – Present
Alderman Dennis Klautzer – Present
Alderman Patricia Thompson – Present
Alderman Judy Neels – Present
Alderman Larry Giampa – Present
Alderman Vernon Jaycox – Present
City Administrator Dave Van Dee – Present
City Attorney Christopher Rohrer – Present
City Clerk Kathy Vance – Present

MAYOR'S COMMUNICATIONS:

Mayor Murawski advised that he recently attended Mayors Conference in Columbia, Missouri. Several legislative issues were discussed, including Use Tax and Wayfair Act.

The Mayor also advised that he recently conducted an interview with KRCCG 13; he went on to explain how he determined that the lake area has had approximately 9.13 million visitors this year. This is compared to 5.4 million in 2019 and 5.2 million in 2018. The potential to reach 12 million visitors by the end of the year is very possible. This news has reached the national media.

The State Representative elect, Dr. Lisa Thompson will likely attend the next Board of Alderman meeting.

CITIZEN'S COMMUNICATIONS:

Ms. Carol Denecke addressed the Board addressed her zoning issues again. Mayor Murawski advised her that the City is taking the City Attorney's advice on the matter and that the issue is closed.

APPROVAL OF CONSENT AGENDA:

Alderman Thompson motioned to approve the Consent Agenda as presented. Second by Alderman Jaycox. Alderman Giampa abstained. All others approved, motion passed. The items approved on the Consent Agenda are as follows:

- A. Agenda
- B. Minutes of the July 22, 2020 Work Session Meeting.
Minutes of the July 28, 2020 Regular Session Meeting
- C. Reports
 - 1. City Administrator
 - 2. Assistant City Administrator
 - 3. City Clerk
 - a. Caterer's License; Tucker Shuckers, August 26, 2020, 1339 Bagnell Dam Blvd.
 - b. Caterer's License; Dam Good Slice, August 14, 15, 20, 21, 22, 26, 27, 28, 2020; 1097 Bagnell Dam Blvd.
 - c. Caterer's License; Fat Polly's Pub, September 17, 18, 19, 2020; 3080 Bagnell Dam Blvd.
 - 4. Police Chief
 - a. Request to hire new officer
 - 5. Treasurer
 - a. July Bills

b. July Financials

6. Court Clerk

OLD BUSINESS:

- A. Bill no. 2020-21; Approving an Agreement with LCMC Enterprises, LLC regarding an exchange of land for City right-of-way. With no questions, comments or discussion, Alderman Thompson motioned to hold the second reading of Bill No. 2020-21 by title only. Second by Alderman Klautzer. All voted unanimously in favor. The Bill was read by title only. Alderman Thompson motioned to accept the second reading of Bill No. 2020-21 by title only. Second by Alderman Giampa. All voted unanimously in favor. Alderman Jaycox motioned to place Bill No. 2020-21 on its final passage as Ordinance No. 2020-21. Second by Alderman Klautzer. A roll call vote was taken. "Ayes"; Alderman Jaycox, Alderman Giampa, Alderman Neels, Alderman Thompson, Alderman Klautzer, Alderman Maples. "Nays"; none. Bill No. 2020-21 now becomes **Ordinance 2020-21.**

NEW BUSINESS:

- A. Special Event Application; Shootout on the Strip Meet & Greet; August 26, 2020; 12:00 pm -10:00 pm; Bagnell Dam Blvd. Alderman Neels advised that she was concerned about the large events being held, and she was concerned what measures are being taken regarding the COVID-19 virus. Mr. Ron Duggan of the Shoot Out advised that many extra precautions were being taken, including masks and hand sanitizers. With no other comments or questions, a motion was made by Alderman Maples to approve the Special Event. His motion was seconded by Alderman Klautzer with unanimous approval with Alderman Giampa abstaining.
- B. Application and Revocable License for use of Property (Temporary Outdoor Consumption Permit); Shootout Meet & Greet, August 26, 2020. With no questions or comments, a motion was made by Alderman Maples to approve the Application. His motion was seconded by Alderman Klautzer. Unanimous approval with Alderman Giampa abstaining.
- C. Bill No. 2020-23; Approving an Agreement between the City and certain establishments licensed to sell liquor by the drink. (Shoot Out Meet and Greet). Administrator Van Dee advised that this is the Agreement with the

establishments selling liquor by the drink on the Strip. The establishments will still be required to obtain their State license.

With no questions or comments, Alderman Thompson motioned to hold the first reading of Bill No. 2020-23 by title only. Second by Alderman Neels. The motion passed unanimously. Alderman Giampa abstained. The Bill was read by title only.

Alderman Jaycox motioned to accept the first reading of Bill No. 2020-23 by title only. Second by Alderman Neels. The motion passed unanimously.

Alderman Thompson motioned to suspend parliamentary procedure to allow the second reading. Second by Alderman Jaycox. A roll call vote was taken. "Ayes" Aldermen Maples, Klautzer, Thompson, Neels, Jaycox. "Nays" None; Alderman Giampa abstained.

Alderman Thompson motioned to hold the second reading of Bill No. 2020-23 by title only. Second by Alderman Klautzer. The motion passed unanimously. The Bill was read for the second time by title only. Alderman Neels motioned to accept the second reading of Bill No. 2020-23 by title only. Second by Alderman Maples. The motion passed unanimously.

Alderman Thompson motioned to place Bill No. 2020-23 on its final passage as Ordinance No. 2020-23. Second by Alderman Maples. A roll call vote was taken. "Ayes" Aldermen Jaycox, Giampa, Neels, Thompson, Klautzer, "Nays", none; Alderman Giampa abstained. Bill No. 2020-23 now becomes **Ordinance 2020-23**.

- D. Special Event Application; 32nd Annual Magic Dragon Street Meet Nationals, September 11-13, 2020; Bagnell Dam Strip. (Request for waiver of fees) KC Cloke advised that in exchange for the waiver of fees, the City would be named as an event sponsor. Alderman Maples motioned approval of the Event and waiver of fees. Alderman Klautzer seconded the motion which was then unanimously approved. Alderman Giampa abstained.
- E. Bill No. 2020-24; approving an Agreement with Yellow Dog Holdings LLC. regarding a lease of City right-of-way Administrator Fry explained that Agreement is with the owner of the property formerly known as the Arrowhead Lodge property who has recently submitted a site plan to the

Planning and Zoning Commission, which was approved by the Commission for final approval by the Board of Aldermen. With no questions, comments or discussion, Alderman Thompson motioned to hold the first reading of Bill No. 2020-24 by title only. Second by Alderman Neels. All voted unanimously in favor. The Bill was read by title only. Alderman Giampa motioned to accept the first reading of Bill No. 2020-24 by title only. Second by Alderman Jaycox. All voted unanimously in favor, motion passed. The second reading will be held at a later date.

F. Bill No. 2020-25; amending section 405.160 C. of the Code of the City of Lake Ozark, Missouri Administrator Fry explained that this amendment to the City Code regards to a potential development on Valley Dr. which would not be required to have a commercial space on the ground floor of a multi-family structure. Alderman Thompson motioned to hold the first reading of Bill No. 2020-25 by title only. Second by Alderman Jaycox. All voted unanimously in favor. The Bill was read by title only. Alderman Neels motioned to accept the first reading of Bill No. 2020-25 by title only. Second by Alderman Klautzer. All voted unanimously in favor, motion passed. The second reading will be held at a later date.

G. Resolution No. 2020R-21; Authorizing the Mayor to tender the sum of \$50,000 to Lakewood Corporation from general funds to satisfy the balloon Payment due for 2020. Administrator Van Dee explained this was the second half of the balloon payment that the approved and that if all goes as planned the City Hall building will be paid off in September of 2021. Alderman Maples motioned approval of the Resolution. His motion was seconded by Alderman Thompson and was then unanimously approved.

COMMUNICATIONS FROM THE MEMBERS OF THE BOARD:

Alderman Giampa advised that during a recent trip to Florida, they noticed several establishments with paper currency on the ceiling. As the owner of Blondies Burger Bar, they have decided to start a similar campaign and all funds collected will be donated to the Lake Regional Cancer Center to be used towards patient services. It is his hope that all of the establishments on the Strip will do the same next summer.

Alderman Neels stated that she is encouraged by the proactive approach the City is taking regarding short term rentals.

STAFF COMMUNICATIONS: None at this time.

ADJOURNMENT:

With no further business to discuss, a motion was made by Alderman Klautzer to adjourn the meeting. Second by Alderman Thompson. The meeting adjourned at 6:43 pm.

APPROVED:

ATTEST:

Gerry Murawski, Mayor

Kathy Vance, City Clerk

Approved on:

City of Lake Ozark
 3162 Bagnell Dam Blvd.
 P.O. Box 370
 Lake Ozark, MO 65049

2010

FILING DATE: _____

STAFF INITIAL: _____

LIQUOR LICENSE APPLICATION

Type of License Requested: [Please check all that apply]

LICENSE #: _____

- Restaurant Bar by the Drink\$450.00
- Restaurant Bar by the Drink (includes Sunday)\$750.00
- Package Liquor License\$150.00
- Package Liquor License (includes Sunday).....\$450.00
- Package Beer License\$22.50
- Beer & Wine License\$52.50
- Caterer's License
- (Temporary Beer/ Liquor by the Drink/ Picnic) \$15.00

DATE OF EVENT: Sept. 4, 5, 11, 12, 17, 18, 19, 25, 26, 2010

Liquor Licenses for 2020-2021 are due by June 30, 2020. Please make checks payable to the City of Lake Ozark. Payment must accompany the Application. Please be advised that this License Application must be approved by the Lake Ozark Board of Aldermen. Board meetings are scheduled on the second and fourth Tuesday of each Month. When approved, the license will be mailed to the address provided below, unless otherwise requested by the applicant. Licenses may be picked up at the City Clerk's office Monday through Friday between the hours of 8:00 am and 5:00 pm. Questions may be directed to the City Clerk at (573) 365-5378.

Please complete the following:

NAME OF BUSINESS			Dam Good Slice		
ADDRESS OF BUSINESS			1097 Bagnell Dam Blvd Lake Ozark Mo. 65049		
OWNER'S NAME			Bryan Deitrick		
OWNER'S ADDRESS			974 MURPHY RD APT B2		
CITY		STATE	ZIP		
OSGUE Beach		MO.	65065		
EMAIL ADDRESS			Bryandeitrick@gmail.com		
BUSINESS PHONE		CELL PHONE			
573-693-9954		573-286-8448			
EMERGENCY CONTACT NAME		CONTACT PHONE			
Derrick Deitrick		573-480-5148			
MISSOURI SALES TAX NUMBER		FEDERAL ID NUMBER			
		- - - - - 7			

The applicant has read this application and fully understands, that said license will be subject to all of the ordinances of the City of Lake Ozark pertaining to the operation of said business and agrees that he/she will abide by all lawful ordinances, regulations and rules adopted by the City of Lake Ozark relating to the conduct of said business, that he/she is in all respect qualified in law to receive such license and, that the answers and statements set out in the above application are true. It is understood and agreed that the license when and if issued, shall be subject to revocation for cause by the Board of Aldermen and when and if lawfully revoked, the City shall in no event, return any part of the license fee paid for such license and such license fee shall be forfeited to the City.

Bryan Deitrick
 Signature

7-23-20
 Date

NO LICENSES WILL BE ISSUED TO BUSINESSES OWING TAXES OR OTHER MONIES TO THE CITY.

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City of Lake Ozark
 3162 Bagnell Dam Blvd.
 P.O. Box 370
 Lake Ozark, MO 65049

2019

FILING DATE: _____

STAFF INITIAL: _____

LIQUOR LICENSE APPLICATION

Type of License Requested: [Please check all that apply]

LICENSE #: _____

- Restaurant Bar by the Drink \$450.00
- Restaurant Bar by the Drink (includes Sunday) \$750.00
- Package Liquor License \$150.00
- Package Liquor License (includes Sunday) \$450.00
- Package Beer License \$22.50
- Beer & Wine License \$52.50
- Caterer's License
 (Temporary Beer/ Liquor by the Drink/ Picnic) \$15.00 / day

DATE OF EVENT: 9-19-2020

Liquor Licenses for 2020-2021 are due by June 30, 2020. Please make checks payable to the City of Lake Ozark. Payment must accompany the Application. Please be advised that this License Application must be approved by the Lake Ozark Board of Aldermen. Board meetings are scheduled on the second and fourth Tuesday of each Month. When approved, the license will be mailed to the address provided below, unless otherwise requested by the applicant. Licenses may be picked up at the City Clerk's office Monday through Friday between the hours of 8:00 am and 5:00 pm. Questions may be directed to the City Clerk at (573) 365-5378.

Please complete the following:

NAME OF BUSINESS <u>Gentlemen's Quarters</u>		
ADDRESS OF BUSINESS <u>1758 Bagnell Dam Blvd Lake Ozark MO 65049</u>		
OWNER'S NAME <u>Jak's INC</u>		
OWNER'S ADDRESS <u>1758 Bagnell Dam Blvd Lake Ozark MO 65049</u>		
CITY <u>Lake Ozark</u>	STATE <u>MO</u>	ZIP <u>65049</u>
EMAIL ADDRESS <u>Stephen@qdcpro.com</u>		
BUSINESS PHONE <u>573-693-9577</u>	CELL PHONE <u>660-864-1244</u>	
EMERGENCY CONTACT NAME <u>Stephen Wells</u>	CONTACT PHONE <u>660-864-1244</u>	
MISSOURI SALES TAX NUMBER	FEDERAL ID NUMBER	

The applicant has read this application and fully understands, that said license will be subject to all of the ordinances of the City of Lake Ozark pertaining to the operation of said business and agrees that he/she will abide by all lawful ordinances, regulations and rules adopted by the City of Lake Ozark relating to the conduct of said business, that he/she is in all respect qualified in law to receive such license and, that the answers and statements set out in the above application are true. It is understood and agreed that the license when and if issued, shall be subject to revocation for cause by the Board of Aldermen and when and if lawfully revoked, the City shall in no event, return any part of the license fee paid for such license and such license fee shall be forfeited to the City.

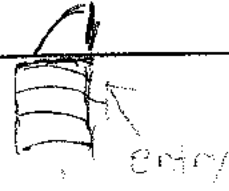
Stephen Wells
 Signature

8-19-2020
 Date

NO LICENSES WILL BE ISSUED TO BUSINESSES OWING TAXES OR OTHER MONIES TO THE CITY.

GO'S

Bike Wash
Temp Fence



entry

MUSIC

motorcycles only

Gold canopy
Temp. Fence



Purple canopy
Bike stands
Temp. Fence



Bike stands
Entrances

Automobile parking

Automobiles only Parking

Temp Fence

BUSINESS KIT KIT

City of Lake Ozark
 3162 Bagnell Dam Blvd.
 P.O. Box 370
 Lake Ozark, MO 65049

2021

FILING DATE: _____

STAFF INITIAL: _____

LIQUOR LICENSE APPLICATION

Type of License Requested: [Please check all that apply]

LICENSE #: _____

- | | |
|---|---|
| <input type="checkbox"/> Restaurant Bar by the Drink\$450.00 | <input type="checkbox"/> Package Beer License \$22.50 |
| <input type="checkbox"/> Restaurant Bar by the Drink (includes Sunday)\$750.00 | <input type="checkbox"/> Beer & Wine License \$52.50 |
| <input type="checkbox"/> Package Liquor License\$150.00 | <input checked="" type="checkbox"/> Caterer's License |
| <input type="checkbox"/> Package Liquor License (includes Sunday).....\$450.00 | (Temporary Beer/ Liquor by the Drink/ Picnic) \$15.00 |
| | DATE OF EVENT: <u>Sep 12,</u> |

Liquor Licenses for 2020-2021 are due by June 30, 2020. Please make checks payable to the City of Lake Ozark. Payment must accompany the Application. Please be advised that this License Application must be approved by the Lake Ozark Board of Aldermen. Board meetings are scheduled on the second and fourth Tuesday of each Month. When approved, the license will be mailed to the address provided below, unless otherwise requested by the applicant. Licenses may be picked up at the City Clerk's office Monday through Friday between the hours of 8:00 am and 5:00 pm. Questions may be directed to the City Clerk at (573) 365-5378.

Please complete the following:

NAME OF BUSINESS <u>Icehole LLC</u>		
ADDRESS OF BUSINESS <u>1371 Bagnell Dam Blvd.</u>		
OWNER'S NAME <u>Travis Smith</u>		
OWNER'S ADDRESS <u>1371 Bagnell Dam Blvd St 14A</u>		
CITY <u>Lake Ozark</u>	STATE <u>Mo</u>	ZIP <u>65049</u>
EMAIL ADDRESS <u>icchole@yahoo.com</u>		
BUSINESS PHONE <u>573/643/9594</u>	CELL PHONE <u>573-528-9538</u>	
EMERGENCY CONTACT NAME <u>Kim Smith</u>	CONTACT PHONE <u>573-433-0541</u>	
MISSOURI SALES TAX NUMBER	FEDERAL ID NUMBER	

The applicant has read this application and fully understands, that said license will be subject to all of the ordinances of the City of Lake Ozark pertaining to the operation of said business and agrees that he/she will abide by all lawful ordinances, regulations and rules adopted by the City of Lake Ozark relating to the conduct of said business, that he/she is in all respect qualified in law to receive such license and, that the answers and statements set out in the above application are true. It is understood and agreed that the license when and if issued, shall be subject to revocation for cause by the Board of Aldermen and when and if lawfully revoked, the City shall in no event, return any part of the license fee paid for such license and such license fee shall be forfeited to the City.

Signature 

Date 8/20/20

NO LICENSES WILL BE ISSUED TO BUSINESSES OWING TAXES OR OTHER MONIES TO THE CITY.

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City of Lake Ozark
 3162 Bagnell Dam Blvd.
 P.O. Box 370
 Lake Ozark, MO 65049

FILING DATE: _____
 STAFF INITIAL: _____

LIQUOR LICENSE APPLICATION

Type of License Requested: [Please check all that apply]

LICENSE #: _____

- | | |
|---|---|
| <input type="checkbox"/> Restaurant Bar by the Drink\$450.00 | <input type="checkbox"/> Package Beer License \$22.50 |
| <input type="checkbox"/> Restaurant Bar by the Drink (includes Sunday)\$750.00 | <input type="checkbox"/> Beer & Wine License..... \$52.50 |
| <input type="checkbox"/> Package Liquor License\$150.00 | <input type="checkbox"/> Caterer's License |
| <input type="checkbox"/> Package Liquor License (includes Sunday).....\$450.00 | (Temporary Beer/ Liquor by the Drink/ Picnic) \$15.00 |
| | DATE OF EVENT: _____ |

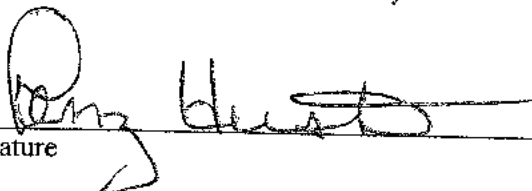
Liquor Licenses for 2020-2021 are due by June 30, 2020. Please make checks payable to the City of Lake Ozark. Payment must accompany the Application. Please be advised that this License Application must be approved by the Lake Ozark Board of Aldermen. Board meetings are scheduled on the second and fourth Tuesday of each Month. When approved, the license will be mailed to the address provided below, unless otherwise requested by the applicant. Licenses may be picked up at the City Clerk's office Monday through Friday between the hours of 8:00 am and 5:00 pm. Questions may be directed to the City Clerk at (573) 365-5378.

Sept Dates = 4, 5, 11, 12, 17, 18, 19
25, 26

Please complete the following:

NAME OF BUSINESS OFF THE CLIFF		
ADDRESS OF BUSINESS 66 North Shore Dr, Lake Ozark, MO 65049		
OWNER'S NAME Penny Huston		
OWNER'S ADDRESS 4268 Samantha Ln		
CITY Poplar Bluff	STATE MO	ZIP 63901
EMAIL ADDRESS plhrc@aol.com		
BUSINESS PHONE 573-693-1655	CELL PHONE 573-797-1013	
EMERGENCY CONTACT NAME Kelly Lyons	CONTACT PHONE 314-636-233-7290	
MISSOURI SALES TAX NUMBER	FEDERAL ID NUMBER 10	

The applicant has read this application and fully understands, that said license will be subject to all of the ordinances of the City of Lake Ozark pertaining to the operation of said business and agrees that he/she will abide by all lawful ordinances, regulations and rules adopted by the City of Lake Ozark relating to the conduct of said business, that he/she is in all respect qualified in law to receive such license and, that the answers and statements set out in the above application are true. It is understood and agreed that the license when and if issued, shall be subject to revocation for cause by the Board of Aldermen and when and if lawfully revoked, the City shall in no event, return any part of the license fee paid for such license and such license fee shall be forfeited to the City.



 Signature

8/21/2020

 Date

NO LICENSES WILL BE ISSUED TO BUSINESSES OWING TAXES OR OTHER MONIES TO THE CITY.

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CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2020-24

ORDINANCE NO.: 2020-_____

**ORDINANCE OF THE CITY OF LAKE OZARK, MISSOURI APPROVING AN
AGREEMENT WITH YELLOW DOG HOLDINGS, LLC REGARDING LEASE
OF CITY RIGHT-OF-WAY**

WHEREAS, the City of Lake Ozark, Missouri maintains a system of roads and public right-of-way for the public benefit; and,

WHEREAS, the City owns certain right-of-ways that are not presently utilized for any specific public purpose but may have usefulness to other individuals or entities; and,

WHEREAS, for the benefit of the community, the City from time to time may lease public right-of-ways to generate income for the City's general revenue account; and,

WHEREAS, the Board of Alderman of the City of Lake Ozark, Missouri has determined that it would be in the best interests of the City of Lake Ozark to execute the attached Lease with Yellow Dog Holdings, LLC; and,

WHEREAS, the Board of Aldermen of the City of Lake Ozark, Missouri has determined that it would be in the best interests of the City of Lake Ozark to authorize the Mayor or his designee to execute said Lease, a copy of which is attached hereto as Exhibit 1, for and on behalf of the City of Lake Ozark;

Now, therefore, be it ordained by the Board of Aldermen of the City of Lake Ozark, Missouri, as follows:

Section 1. Approval of Agreement. The Board of Aldermen of the City of Lake Ozark, Missouri hereby approves, and accepts the Lease with Yellow Dog Holdings, LLC, a copy of which is attached hereto as Exhibit 1. and authorizes the Mayor of the City of Lake Ozark, Missouri, or his designee, execute the Agreement for and on behalf of the City of Lake Ozark.

Section 2. Execution: The Mayor or his designated agent is hereby authorized and directed to execute and deliver said Right-of-Way Lease on behalf of and as the act and deed of the City of Lake Ozark.

Section 3. Further Authority. The Mayor, and the designated officials and agents of City of Lake Ozark are hereby authorized and directed to, take such action, expend such budgeted funds and execute such other documents, certificates and instruments as may be necessary or

desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City of Lake Ozark with respect to the Agreement.

Section 4. Effective Date. This ordinance shall take effect and be in full force from and after its adoption by the Board of Alderman.

First Reading: August 11, 2020

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF AUGUST 2020.

Alderman Klautzer	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay
Alderman Giampa	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Maples	Aye	or	Nay
Alderman Thompson	Aye	or	Nay

APPROVE:

ATTEST:

MAYOR:

CITY CLERK:

Gerry Murawski

Kathy Vance

RIGHT-OF-WAY LEASE

THIS LEASE AGREEMENT (the "Lease") is entered into this ____ day of August 2020, by and between CITY OF LAKE OZARK, MISSOURI (the "Lessor"), and the Yellow Dog Holdings, LLC (the "Lessee").

In consideration of the mutual covenants in this Lease, the Lessor and the Lessee agree as follows.

1. The Premises. The Lessor leases to the Lessee, and the Lessee takes from the Lessor, a portion of the City's Right-of-Way located along 2751 Bagnell Dam Blvd., Lake Ozark, Missouri consisting of 3,822 sq. feet +/- as more specifically set out in Exhibit A attached hereto (the "Premises").

2. Term The term of this Lease (the "Term") shall commence on January 1, 2021, and run for an initial term through December 31, 2021, unless terminated earlier in accordance with this Lease. At the end of the initial term, and annually thereafter on January 1 of each successive year (each such date being referred to as a "renewal date"), the Lease shall renew automatically for successive terms of one year each, up to a total of nine additional years, unless either party gives written notice of nonrenewal to the other party at least 30 days prior to the renewal date.

3. Use. The Lessee shall use the Premises as a public parking lot and for no other purpose. The Lessee shall not allow others to use the Premises for any other purpose without the prior written consent of the Lessor, which consent may be withheld in the Lessor's sole discretion.

4. Rent. The Lessee will pay the annual sum of \$3,822.00 annually in advance of the first day of the lease or renewal term.

5. Security Deposit. None

6. Utilities. There are no utilities on the leased premises.

7. Maintenance and Repair. The Lessee is solely responsible for all maintenance, repair, and replacement of the Premises and all improvements, including snow removal. The Lessee shall keep the Premises in a neat and safe condition. The Lessee shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the Premises and the Lessee's use of the Premises. The Lessor shall have no obligation to make any repairs or improvements to the Premises.

8. Property Taxes. Any property tax obligation is the responsibility of the Lessor.

9. Condition. The Lessee has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises in AS IS condition without any representation from the Lessor as to its condition or suitability for the Lessee's intended use.

10. Alterations. The Lessee shall not make any alterations, additions, or improvements to

the Premises without first obtaining the written consent of the Lessor, which consent may be withheld in the Lessor's sole discretion.

11. Liability Indemnification. The Lessor shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the Premises by the Lessee, or the Lessee's employees, agents, visitors, or contractors. The Lessee shall indemnify, defend, and save the Lessor harmless from and against any and all liability, claims, damages, expenses, fees, penalties, legal proceedings, and causes of action of every kind, including the Lessor's costs and reasonable attorneys' fees, incurred as a result of any breach by the Lessee of any covenant of this Lease, or as a result of the Lessee's use of the Premises, or the acts or omissions of the Lessee, or the Lessee's employees, agents, visitors, or contractors; provided, however, that the obligation of the Lessee to indemnify shall not extend to the willful misconduct of the Lessor, or the Lessor's employees, agents, or representatives.

12. Insurance. The Lessee shall maintain at all times commercial general liability insurance insuring the Lessor and the Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred on the Premises. The policies shall cover such risks and be in such amounts as the Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than One Million Dollars (\$1,000,000.00).

13. Assignment; Sublease. The Lessee may not assign this Lease and the Lessee may not sublease the Premises in whole or in part.

14. Lessor's Right of Access. The Lessor, or the Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to the Lessee to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide the Lessee with advance notice. The Lessor shall use reasonable efforts to minimize any disruption of the Lessee's activities.

15. Default. If an Event of Default has occurred and continues, the Lessor may terminate the Lessee's rights to the use the Premises and pursue any other remedies available under Missouri law. The Lessor shall be entitled to collect from the Lessee, in addition to any damages, all reasonable costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Lessor in pursuing its remedies.

16. Termination. On the expiration of the Term, or any earlier termination of this Lease, the Lessee shall: (a) immediately vacate the Premises; (b) repair all damage to the Premises caused by the Lessee's removal of its equipment and property from the Premises; and (c) restore the Premises to the same condition that existed at the commencement of the Term, reasonable wear and tear excepted. The Lessee's indemnity obligation shall survive the termination or expiration of this Lease.

17. Termination for Public Need. Lessor reserves the right to terminate this lease at any time, and without notice, if said leased Premises becomes necessary for a public purpose that is

inconsistent with continuing the lease. Lessor shall notify Lessee of said need as soon as practical and allow Lessee a reasonable amount of time to remove its property from the premises. In addition, rent shall be refunded by Lessor to Lessee on a prorated basis.

18. Entire Agreement, Applicable Law. This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and no representations or agreements not included in this Lease shall be enforceable unless in writing and signed by the party to be charged. This Lease shall be governed by and interpreted in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents as of on the date first written above.

Executed:

Gerry Murawski, Mayor
City of Lake Ozark, MO

Date: _____

Brian Jacobs **Managing Member**

Brian Jacobs, Authorized Member
Yellow Dog Holdings, LLC

Date: 08-10-2020

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CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2020-25

ORDINANCE NO.: 2020-

***AN ORDINANCE AMENDING SECTION 405.160 C. OF THE CODE
OF THE CITY OF LAKE OZARK, MISSOURI***

WHEREAS, § 405.160 of the Municipal Code of the City of Lake Ozark, Missouri provides for regulations in “C-1” Central Commercial Districts, including under what restrictions for multi-family dwellings are allowed in such districts; and

WHEREAS, the City’s Building and Zoning Official has recommended updating Section 405.160 C as it relates to multi-family dwellings in “C-1” Districts, and more particularly, requirements for only commercial uses on the street level of any building; and

WHEREAS, the City’s Building and Zoning Commission at its regular meeting on August 5, 2020 by unanimous vote of all members present has recommended updating Section 405.160 C as it relates to multi-family dwellings in “C-1” Districts, and more particularly, to make requirements for only commercial uses on the street level of any building only apply to such buildings within 150 feet of the Bagnell Dam Boulevard right-of-way.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF ALDERMEN, OF THE CITY OF LAKE OZARK, MISSOURI, THAT § 405.160 C. OF THE CODE OF THE CITY OF LAKE OZARK, MISSOURI BE AMENDED FROM ITS EXISTIG FORM AND REPLACED WITH THE FOLLOWIG:

Section 1 of this Ordinance. The Section 405.160 C. of the Code of the City of Lake Ozark shall be amended to read as follows:

C. Multiple-family dwelling units shall generally be permitted in the “C-1” Zoning District, provided that such dwelling units comply with all other requirements of the City’s Code for multi-family dwelling units, including but not limited to those contained in Section 405.130 and the Building and Fire Codes of the City.

However, any multiple-family dwelling units that are built within 150 feet of the Bagnell Dam Boulevard right-of-way shall only be permitted in the “C-1” Zoning District on the second (2nd) or higher floor of a building two (2) stories or more above street grade. The street level floor shall be a permitted commercial use only. Commercial and residential mixed use buildings shall provide off-street parking for each residential unit in accordance with the off-street parking and loading

regulations contained in Article VI of these regulations and shall comply with the adopted Building and Fire Codes of the City.

Section 2 of this Ordinance. All other provisions of Section 405.160 of the Code for the City of Lake Ozark not amended or modified by this Ordinance shall continue in force and effect.

Section 3 of this Ordinance. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen of the City of Lake Ozark.

First Reading: August 11, 2020

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF AUGUST.

Alderman Klautzer	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay
Alderman Giampa	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Maples	Aye	or	Nay
Alderman Thompson	Aye	or	Nay

APPROVE:

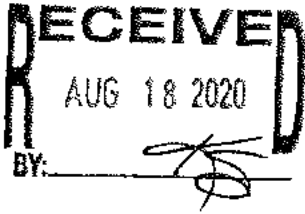
ATTEST:

MAYOR:

CITY CLERK:

Gerry Murawski

Kathy Vance



CITY OF LAKE OZARK, MISSOURI
SPECIAL EVENT PERMIT APPLICATION

2020

All Special Event Permit Applications are to be reviewed and approved (or denied) by the Lake Ozark Board of Aldermen at their regularly scheduled meeting. Board meetings are scheduled the second and fourth Tuesday of each month. This application must be fully completed, signed and received by the City at least twelve (12) business days prior to the last date that it can be approved by the Board of Aldermen, but not more than ninety (90) days prior to the scheduled event. *If event requires any street closure for one or more days, a specific detailed plan must be attached. A meeting with the Chief no less than 30 days prior to event is required.* If the applicant anticipates that itinerant vendors will be participating in the special event, applications shall be submitted at least twenty (20) business days and not more than ninety (90) business days before the date and time at which the special event is proposed to commence. *Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein may result in the immediate revocation of the permit.* Please type or print the information clearly and attach additional sheets and maps as requested.

It is advisable to have a Representative present at the Board Meeting to answer any questions and avoid the application being denied.

Fee Schedule: \$250.00 first day, \$35.00 each additional day. A civic organization may request a waiver of the fee, but said fee will not be reduced to less than \$125.00. The City also requires a refundable deposit of \$1,000.00 which can be used to cover any expense deemed necessary by the City, such as but not limited to, clean up after the event or excessive overtime incurred. A civic organization may request a waiver of the deposit.

APPLICANT / EVENT INFORMATION

Organization / Business Name: Benne Media

Federal Tax ID No. 43-1814550 State Tax ID No. _____

Applicant Name: Greg Sullens G.S.M. Benne Media

Mailing Address: 160 Highway 42/Kaiser, MO. 65047

Email: gsullens@mix927.com

Phone Numbers: Home: _____ Office: 348-1958

Cell: 280-1154 Fax: 348-1923

Event Name: Bike Fest on the Strip

Event Type: Motorcycle enthusiasts meet & greet
Shop - Listen to music

Event Date(s) and time: 9/18 9/19 9/20

Event Location (Please attach map(s)): Bagnell Dam Strip

City Facilities to be used (circle): School Road to Dam
 Park Street Sidewalk Space Private Property

Are you requesting any public streets, sidewalks or thoroughfares to be closed? Yes No
What alternate route(s)/detours are being requested?

Center Lane of Strip - Some
public parking area for bee gardens

Estimated Crowd: 2000 Number of Participants: 3000

PUBLIC SAFETY REQUIREMENTS

The City of Lake Ozark may require certain public safety standards to be met by the event organizer. All services of the police department may be at additional cost to Applicant. If your event is taking place on any roadway, police may be required. If you are closing off any streets for any reason, Applicant is responsible for purchasing and posting signs notifying all motorists prior to and during the event. Any traffic cones needed for the event or for traffic control will be provided by the event. Any traffic barricades needed will be supplied by the Police Dept. with a one-time fee of \$100.

Location and times police services are requested (be specific):

9am Sept. 18th to 5pm Sept 20th

If you are requesting street closures, does the closure, to the best of your knowledge, require deviation or the detour of traffic to other routes? If so, list the intersections and cross streets where the detours may need to begin or end. Be specific. (The request does not necessarily mean that the detour will occur as requested.) If request involves closure of the Dam, permission from Ameren and MODOT is required. Supply confirmation of this approval.

Requesting center lane of Bagnell Dam Blvd.
be closed during event with barricades and
intersection cones from School Road to Dam.
Motorcycles only will be allowed to park in
center lane along with Radio Station Van.
Signs @ each end of Strip "Centerlane Parking-
Motorcycles Only"

last updated: 1/30/2020

What are your security and safety plans for the event? What are the safety plans in case of severe weather, emergency or major disaster? The Chief of Police of the Lake Ozark Police Department reserves the right to approve any and all security personnel to be used for the event. Accordingly, the names, addresses and dates of birth of all security personnel must be provided for private security.

Lake Ozark Police

PARADE RULES

All parade participants are required to abide by the general public safety ordinances of the City of Lake Ozark, Missouri. Specifically, Section 235.040 prohibits the throwing of candy, promotional materials, literature or any other items from vehicles or otherwise onto public property, including public streets and right-of-way. Such items may only be distributed by persons walking along the parade route and handing the items to spectators. Additionally, any violation of the City's liquor ordinances may be cause for immediate removal from the parade and potentially may result in the issuance of a summons for an ordinance violation.

DEPARTMENT OF PUBLIC WORKS

Are you requesting any barricades and/or fencing?
If YES, there is a one-time fee of \$100.

Yes No

If yes, please note location and number of all barricades/fencing needed. (attach map).

Are you supplying trash receptacles?

Yes No

If yes, number and location (attach map).

The City reserves to right to require the event organizers to provide port-a-johns. There must be at least one (1) handicap accessible restroom. One (1) port-a-john or restroom is recommended for every 250 people in attendance. Please indicate the number of port-a-johns to be used and location(s) (attach map).

Clean Up Plan: (list your clean-up plans, cleanup is to include all trash pickup from streets and sidewalks. *If cleanup is not done, City personnel will perform this at an additional fee to be determined. The cost of any clean-up by city personnel not covered by the deposit placed with the city; may at the City's discretion be billed directly to the event.*

ENTERTAINMENT

Describe entertainment, including entertainers/bands to perform and what type of sound system(s) are to be used.

N/A

VENDING AND SALES

Will there be any vending or retail sales? Yes No N/A

Private Property owners may have vendors. We will provide forms if needed.
If yes, please be aware of the following requirement:

If itinerant vendors will be participating in the special event, or if a participant intends to sponsor or organize itinerant vendors for the special event, he or she shall contact the Missouri Department of Revenue at least three (3) weeks before the special event and give the date and time of the special event, the place it will be held, his or her address, phone number, and the number of itinerant vendors participating in the special event. The applicant or participant shall be responsible for furnishing the reporting forms and sales tax rate charts from the Missouri Department of Revenue to all itinerant vendors who participate in the special event. The applicant or participant shall furnish to the Missouri Department of Revenue and the City of Lake Ozark, before the special event, with a list of all participating itinerant vendors, including their names, addresses, phone numbers and Missouri Tax ID Number.

Any itinerant vendor(s) failing to be disclosed and identified as herein required or fails to provide proof of possessing the appropriate tax reporting form and/or are found not to be collecting appropriate sales tax will be disqualified from participation in the Special Event. Further, the event organizer may have the approval of their Special Event application revoked and/or their deposit forfeited to the City if any itinerant vendor is operating in violation of the provisions of this Section.

* Will there be any liquor sales?

Yes

No

N/A

Each Bar will Provide additional application

If yes, please provide details: i.e. Beer Garden, by the drink, package, etc., and under what current, active City Liquor License will you be operating?

* **NOTE:** Any and all sales of beer, liquor and wine must be approved by the Board of Alderman. The approval (or denial) will be made at a Regular Board of Aldermen Meeting PRIOR to the event. Applicant is required to obtain the appropriate City, County, Federal and State liquor licenses. You are strongly encouraged to consult with the City Clerk to determine what Liquor Licenses are required and are appropriate.

Any Special Event applicant that fails to comply with said licensing requirements may have the approval of their Special Event application revoked and/or their deposit forfeited to the City.

Parking: Describe parking areas and transportation modes and times of operation to and from the event:

Are all portions/ sections of the Special Event accessible for handicapped?
 Yes No N/A

Will there be tables in eating areas that are accessible? Yes No N/A

Will there be accessible seating spaces provided? Yes No N/A

Will publicity for the Special Event include accessibility information or who to contact with accessibility questions? Yes No N/A

Will assistive devices, printed material or sign language interpreters be provided on request? Yes No N/A

What other agencies have you contacted? Have you received permits from these agencies for your event (if applicable)?

Is there any other information you feel is important regarding your event?

INSURANCE

Due to the increased risk of personal injury and/or property damage under certain circumstances, insurance will be required under the following conditions.

1. All sports competition events and any special event involving animals, fireworks, automobiles or other vehicles, including but not limited to watercraft, aircraft or motorcycles or the sale of food.
2. Where required, the applicant or, if applicable, the organization/sponsor holding the event shall maintain insurance in the amount specified below to cover the entire duration of the special event. The applicant shall attach hereto an attachment of certificate of insurance duly executed by the officers and authorized representatives of a responsible insurance company, evidencing the following minimum coverage(s) and specifically naming the City of Lake Ozark as an additional insured, which insurance shall be non-cancelable, except upon written notice to the City of Lake Ozark:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
Bodily injury including death	\$ 500,000.00	\$1,000,000.00
Property damage	\$ 100,000.00	\$ 250,000.00

All policies must be made on an occurrence basis. Claims-made policies are not acceptable.

3. Liquor liability. Where the applicant, on behalf of any other persons, organizations, firms or corporation on whose behalf the application is made, seeks to hold an event involving the sale of alcoholic beverages and has otherwise been granted all necessary permits for such purpose, he/she/it shall provide and maintain a policy or policies of liquor liability protection within the limits of not less than one million dollars (\$1,000,000.00). Such insurance shall be evidence on the certificate of insurance provided to the City as an attachment.

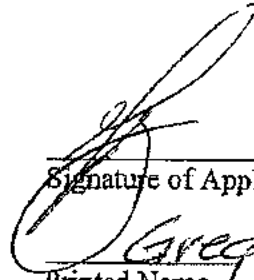
AFFIDAVIT OF APPLICANT

I hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief in that I have read, understand, and agreed to abide by the City of Lake Ozark's ordinances and regulations governing this proposed special event. I agree to comply with all other local, state and/or federal laws that are applicable to this special event.

I certify that I understand that allowing non-permitted or unscheduled activities to occur during my event may result in increased costs to me and/or the organization/sponsor due to unanticipated operational expenses.

I further certify that I, on behalf of myself and/or the organization/sponsor (for which I have submitted a letter indicating that I am authorized to act on his/her/its behalf), agree to be financially responsible for paying any costs and fees to the City of Lake Ozark that are incurred by the City or on behalf of the event.

If I cancel my event, I will notify the City of Lake Ozark as early as possible so as to reduce any cost of recovery. I understand that I will be charged for city services provided in advance of the event to the time of notification.



 Signature of Applicant
 Greg Sullens


 Printed Name G.S.M. Benne Media
 8/18/20

 Date

This application must be signed prior to submission or it will not be considered complete.

INDEMNIFICATION STATEMENT

The undersigned represents, stipulates, contracts and agree that the sponsor of the special event pursuant to this application will jointly and severally indemnify and hold harmless the City of Lake Ozark against any liability, including court costs and attorney's fees and attorney's fees on appeal, for any and all claims for damages to property, personal injury or death to persons arising from the sponsor's activities for the special event permit.



 Signature of Applicant as Authorized Representative
 Agent for Sponsor Organization or for Self
 8/18/20

 Date

PLEASE HAVE A REPRESENTATIVE PRESENT FOR THE MEETING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 573-365-2002 Mills & Sons Ins-Lake Ozark P.O. Box 2643 Lake Ozark, MO 65049 Mitchell C. Mills		CONTACT NAME: Mitchell C. Mills	
		PHONE (A/C, No, Ext): 573-365-2002	FAX (A/C, No): 877-398-6010
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Hartford Fire Insurance Co.			19682
INSURER B: Sentinel Insurance Company			
INSURER C: The Hartford			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
Benne Media, Etal
160 Hwy 42
Kaiser, MO 65047

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		37SBAUX2136	09/01/2020	09/01/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		37UECNJ0452	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		37SBAUX2136	09/01/2020	09/01/2021	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	37WBCZG5730	07/15/2020	07/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bike Fest Sept 18-20, 2020

CERTIFICATE HOLDER

CANCELLATION

City of Lake Ozark PO Box 370 Lake Ozark, MO 65049	CYLA02	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE Mitchell C. Mills



City of Lake Ozark
At Boone Dam - Lake of the Ozarks

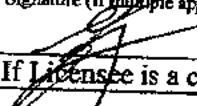
**APPLICATION AND REVOCABLE LICENSE FOR USE OF
PROPERTY (TEMPORARY OUTDOOR CONSUMPTION PERMIT)**

Upon the approval of this application by the City of Lake Ozark, a revocable license affecting the property described and for the purpose designated herein is hereby granted to the Licensee herein named subject to all of the conditions set forth below.

Name of Licensee/applicant (if multiple applicants, list all on a separate page) Benne Broadcasting Co. of Lake Ozark Inc		Address (if multiple applicants, list all on a separate page) 1160 Highway 42/Kaiser MO 65047	
Phone (if multiple applicants, list all on a separate page) 573-348-1958	Fax (if multiple applicants, list all on a separate page) 573-348-1923	Email address gsullens@mtk927.com	
Name of contact person for licensee (if multiple applicants, list all on a separate page) Greg Sullens		Number of persons expected to attend 3000 to 5000	
Purpose for use of facility Bear Gardens		License period of use (provide date and times) From 9/17/20 to 9/20/20	
Description of property to be used (see attached legal description or map) 70 feet in front of each bar on Bugrell Dam Rd.			

Status of licensee
 Individual Partnership Corporation/Association

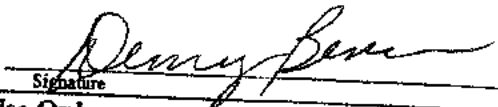
By acceptance, the Licensee agrees to abide and be bound by the conditions contained herein:

Signature (if multiple applicants, all must sign on a separate page)
 Title **General Sales Manager** Date **8/20/20**

If Licensee is a corporation or association, the following certificate must be executed

I, **Denny Benne**, certify that I am the Secretary/ **President** of the corporation/association named as the Licensee herein; that the person who signed this application and license agreement on behalf of the Licensee is an agent of said Licensee and was duly authorized to sign for and on behalf of said corporation or association; and that such act by said agent is within the scope of his/her powers.

(Corporate Seal)


Signature

Approved Not approved City Use Only Approved with restrictions listed below:

Restrictions: _____

City Administrator or designee _____ Date _____

Security deposit: \$ _____
 Administrative fees: \$ _____
 Law enforcement fees: \$ _____
 Total fees: \$ _____

Deposit and Fees Required

Remit payment to the City of Lake Ozark

See reverse side for conditions of this license agreement

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CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2020-26

ORDINANCE NO.: 2020-

AN ORDINANCE APPROVING AGREEMENT BETWEEN THE CITY OF LAKE OZARK, MISSOURI AND CERTAIN ESTABLISHMENTS LICENSED TO SELL LIQUOR BY THE DRINK AND AUTHORIZING THE MAYOR OR HIS DESIGNATED AGENT TO EXECUTE THE SAME

WHEREAS, § 205.340 of the Lake Ozark Municipal Code prohibits the possession and consumption of alcohol by persons upon the streets, alleys, sidewalks, and other public property within the City (“Public Property”); and,

WHEREAS, pursuant to § 205.341 of the Lake Ozark Municipal Code, the Board of Aldermen of the City may approve, subject to specified conditions, the possession and consumption of alcohol by persons upon Public Property for certain public events; and,

WHEREAS, the Licensees have requested that the Board of Aldermen of the City approve the possession and consumption of alcohol by persons upon Public Property as set out in Exhibit 1 attached hereto for the 2020 Lake Bike Fest to be held on September 18, 19, and 20, 2020 in the City (“the Event”); and,

WHEREAS, the Board of Aldermen of the City has agreed to approve the Licensees’ request for the allowance of the possession and consumption of alcohol upon Public Property for the Event, subject to the terms set forth in the Agreement attached hereto.

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

Section 1. Adoption and Execution. The Agreement, attached hereto as Exhibit 1, is hereby adopted and approved. The Mayor or his designated agent is authorized to execute said Agreement for and on behalf of the City.

Section 2. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

Intentionally Blank Blow This Line

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS ____ DAY OF AUGUST 2020.

Alderman Maples	Aye	or	Nay
Alderman Klautzer	Aye	or	Nay
Alderman Thompson	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Giampa	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay

APPROVE:

ATTEST:

Gerry Murawski, Mayor

Kathy Vance, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into on this ___ day of September, 2020 by and between the City of Lake Ozark, Missouri, a political subdivision of the State of Missouri, hereinafter referred to as the "City", and Casablanca, Marty Byrde's, Lucky's, Barstool Mountain, Dam Good Slice, Blondie's Burger Bar, Alley Cats on the Strip, Rock Island Line, SNAFU, High Noon Pub, Lucy's, Tucker Shuckers, Malted Monkey and Ice Hole, LLC, hereinafter collectively referred to as the "Licensees".

WITNESSETH:

WHEREAS, § 205.340 of the Lake Ozark Municipal Code prohibits the possession and consumption of alcohol by persons upon the streets, alleys, sidewalks, and other public property within the City ("Public Property"); and,

WHEREAS, pursuant to § 205.341 of the Lake Ozark Municipal Code, the Board of Aldermen of the City may approve, subject to specified conditions, the possession and consumption of alcohol by persons upon Public Property for certain public events; and,

WHEREAS, the Licensees have requested that the Board of Aldermen of the City approve the possession and consumption of alcohol by persons upon Public Property for the "2020 Bike Fest on the Strip" to be held September 18, 19 & 20, 2020 in the City ("the Event"); and,

WHEREAS, the Board of Aldermen of the City has agreed to approve the Licensees' request for the allowance of the possession and consumption of alcohol upon Public Property for the Event, subject to the terms set forth in this Agreement;

NOW, THEREFORE, the parties have agreed and do hereby agree as follows:

1. **Outdoor Consumption Permit.** The City hereby approves the possession and consumption of alcohol by Licensees, their guests, invitees and patrons upon Public Property for the Event on the following terms:

- (a) The possession and consumption of alcohol upon Public Property for the Event shall be allowed in a designated area to be known as the Event Area. The Event Area must be legally described and delineated on a map as to clearly define the Event Area. The map must be attached hereto and made a part of this Agreement.
- (b) The Event Area must be fenced to the satisfaction of the City to ensure compliance with this Agreement, the ordinances of the City, and the laws of the State of Missouri.

- (c) The Licensees shall be responsible for the posting of signs that clearly designate the Event Area, which shall also include following:
- (1) Anyone disrupting the Event or found to be in violation of the ordinances of the City or the laws of the State of Missouri will be required to leave the Event Area immediately and shall not be permitted to return.
- (d) All establishments that sell alcohol by the drink at retail, which are located within the Event Area, must execute this Agreement and the Revocable License Agreement reference in paragraph 1(e) below.
- (e) All Licensees must execute the Revocable License Agreement, a copy of which is attached hereto and incorporated herein by this reference, with the City.
- (f) The Licensees are authorized to fence the areas, directly in front of their establishments located within the Event Area on Bagnell Dam Blvd. for the period of September 18, 2020 at 9:00 am to September 20th at 5:00 pm. The Licensees shall be responsible for setting up and removing street barricades for the Event.
- (g) The Licensees may prohibit the sale of food or beverages within the Event Area, except as allowed by the Licensees.
- (h) The Licensees may prohibit any commercial activity, including the distribution of commercial advertisements within the Event Area, except for those allowed by the Licensees.
- (i) The Licensees may remove from the Event Area any person or persons who are disrupting the activities of the Event. The term “disrupting” shall include, but not be limited to, loud noise, obstructing the views of others, obstructing the flow of pedestrian traffic, or interfering with the Licensees’ staff or volunteers; provided however, the term “disrupting” does not allow the Licensees to prohibit the distribution of petitions, pamphlets or speech (political or free speech) which is not disruptive.
- (j) **The Licensees may sell alcohol in the Event Area provided the Licensees are properly licensed by the State and County, and are responsible to obtain those applicable licenses from the State and County prior to the Event.** This Agreement negates the requirement to obtain a Caterer’s License from the City for the Event.
- (l) Anyone found violating the terms of this Agreement, the ordinances of the City or the laws of the State of Missouri must be required to leave the Event Area immediately and shall not be permitted to return.
- (m) The Licensees shall be responsible for removing all trash and debris from their respective areas and shall post a security deposit with the City in an amount of

\$500.00 to cover the costs of clean up for the Event and for any damage caused to Public Property during the Event.

- (n) At least one Licensees must be a resident or licensed business owner of the City.
- (o) The Licensees will be responsible for providing sufficient security personnel to ensure compliance with the Agreement, the ordinances of the City, and the laws of the State of Missouri as they relate to the sale and consumption of alcohol and to ensure that all of Licensees' guests, invitees and patrons, who are in possession of or consuming alcohol, remain inside the Event Area.
- (p) Excluding the interior of the business premises of all Licensees, no glass containers of any type shall be allowed in the Event Area.
- (q) The Licensees shall reimburse the City for the costs associated with law enforcement personnel deemed necessary to police the Event over and above the normal force for the time period in question. The rate would be \$35 per hour per officer.

2. Duration of Agreement. The rights granted Licensees under this Agreement with respect to the Event Area shall be revoked, terminated and no longer be in effect upon: (a) the end of the Event or no later than 5:00 p.m. on September 20, 2020; (b) the Licensees' cessation, cancelation or abandonment of the Event; or (c) the City's determination that the Licensees' have materially breached the terms of this Agreement or have violated the ordinances of the City or the laws of the State of Missouri as it relates to the Event. In the event the City determines that the Licensees have materially breached the terms of this Agreement or have violated the ordinances of the City or the laws of the State of Missouri as it relates to the Event, the City shall notify the Licensees in writing of the revocation and termination of this Agreement and the Licensees shall immediately close the Event Area.

3. No Assignment. The Licensees shall not assign or delegate any interest in this Agreement. Any rights granted under this Agreement are granted solely to the Licensees and to no other person or entity.

4. Amendments. Any change in this Agreement whether by modification and/or supplementation, must be accompanied by a formal amendment signed and approved by the duly authorized representatives of the Licensees and the City.

5. Authority to Execute. The signers of the Agreement warrant that they are acting officially and properly on behalf of their respective institutions, if applicable, and have been duly authorized, directed and empowered to execute this Agreement.

6. Severability. If any clause or provision of the Agreement is found to be void or unenforceable by a court of proper jurisdiction, the remaining provisions not void or unenforceable shall remain in full force and effect.

7. **Survivability.** If the City suffers any damage because of the Licensees' violation of the terms of this Agreement, the parties agree that the City shall have the right to pursue any action at law, suit in equity or other judicial proceeding against the Licensees with respect to said damage and that such causes of action shall survive the duration of this Agreement.

8. **Missouri Law to Govern.** This Agreement shall be construed according to the laws of the State of Missouri.

9. **Venue.** Any action at law, suit in equity or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Miller County, Missouri.

10. **Notices.** Any notice or communication required or permitted to be given hereunder shall be in writing and shall be deemed given after delivery by United States mail, postage prepaid, or upon receipt by person or facsimile delivery addressed as follows: City of Lake Ozark, P.O. Box 370, Lake Ozark, MO 65049 and to the Licensees, at the address on file with the City of Lake Ozark, or at such other places as the parties may designate in accordance with this Agreement.

11. **Entire Agreement:** This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

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

For the City:

Gerry Murawski, Mayor

Dated:

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2020-27

ORDINANCE NO.: 2020-_____

***AN ORDINANCE AMENDING SECTION 700.120 OF THE CODE
OF THE CITY OF LAKE OZARK, MISSOURI***

WHEREAS, § 700.120 of the Municipal Code of the City of Lake Ozark, Missouri provides that it is unlawful in the City of Lake Ozark to dispose of any waste on public or private property in an unsanitary manner, including garbage and other objectionable waste; and

WHEREAS, the City of Lake Ozark has an interest in the health and safety of its citizens and visitors in maintaining the City in a sanitary condition to limit the spread of disease and infestations of animals attracted to garbage; and

WHEREAS, the City's economy is driven by tourism and beautification of the City aids in attracting visitors to our community; and

WHEREAS, the City of Lake Ozark presently requires all businesses within the City to have regular trash pickup service; and

WHEREAS, the City of Lake Ozark contracts with Waste Corporation of Missouri, LLC as the City's approved solid waste disposal company to obtain bulk service at a competitive rate for its citizens.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF ALDERMEN, OF THE CITY OF LAKE OZARK, MISSOURI, THAT § 700.120 OF THE CODE OF THE CITY OF LAKE OZARK, MISSOURI BE AMENDED TO ADD THE FOLLOWING SUBSECTION C:

Section 1 of this Ordinance. Section 700.120 C. of the Code of the City of Lake Ozark shall be added to the existing Code and read as follows:

- C. Each single-family residence within the City of Lake Ozark, Missouri shall have weekly trash pickup service with the City's approved and contracted solid waste disposal service. In those areas that are zoned for multi-family housing, the property owner may provide a common dumpster of sufficient size to adequately hold the anticipated volume of solid waste generated by those individuals authorized to use said common dumpster. However, in no event shall any residential address within the City not have access to a solid waste receptacle

approved by the City's solid waste removal contractor. Any person violating this ordinance shall be subject to a fine under Section No. 100.130 of the Municipal Code of the City of Lake Ozark not to exceed \$75.00.

Section 2 of this Ordinance. All other provisions of Section 700.120 of the Code for the City of Lake Ozark not amended or modified by this Ordinance shall continue in force and effect.

Section 3 of this Ordinance. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen of the City of Lake Ozark.

{ END }

First Reading: _____

Second Reading: _____

DULY READ AND APPROVED THIS _____ DAY OF AUGUST.

Alderman Klautzer	Aye	or	Nay
Alderman Jaycox	Aye	or	Nay
Alderman Giampa	Aye	or	Nay
Alderman Neels	Aye	or	Nay
Alderman Maples	Aye	or	Nay
Alderman Thompson	Aye	or	Nay

ATTEST:

MAYOR:

CITY CLERK:

Gerry Murawski

Kathy Vance

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

Resolution No. 2020R-23

**RESOLUTION APPROVING AND ACCEPTING
OUTDOOR WARNING SIREN SYSTEM PLANNING STUDY
OF MILLER COMPANIES**

WHEREAS, the City has constructed, owns, operates, and maintains a system of infrastructure; and

WHEREAS, part of the infrastructure is dedicated to the safety and wellbeing of the citizens of visitors to the City of Lake Ozark; and

WHEREAS, the City's staff has sought the services of the Miller Companies to conduct a comprehensive Outdoor Warning Siren System Planning Study, a copy of which is attached hereto as Exhibit I; and

WHEREAS, the City's staff believes it to be in the best interest of the public safety to accept and adopt the Outdoor Warning Siren System Planning Study and utilize said study to seek grants and/or other financial assistance to implement the recommendations therein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE OZARK, MISSOURI, AS FOLLOWS:

The Board of Alderman of the City of Lake Ozark, Missouri hereby accepts and adopts the Outdoor Warning Siren System Planning Study of Miller Companies, and authorizes the City's staff to pursue implementation of the study's recommendations through available grants, other financial assistance, and/or authorized funds within the City's approved budget.

THIS RESOLUTION is hereby adopted by the City of Lake Ozark, Missouri on this _____ day of August 2020.

APPROVE:

ATTEST:

Gerald Murawski, Mayor

Kathy Vance, City Clerk

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CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

Resolution No. 2020R-24

RESOLUTION AUTHORIZING DESTRUCTION OF CITY RECORDS

WHEREAS, to the City, in the course of its operations, generates and maintains voluminous records subject to various retention policies; and

WHEREAS, continued storage of records beyond the required retention periods results in the unnecessary utilization of space and staff resources to maintain; and

WHEREAS, City professional staff have identified twenty one (21) boxes of documents (Exhibit A), that exceed the required retention requirements; and

WHEREAS, City professional staff has requested Board authorization to destroy the contents of said boxes through shredding.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE OZARK, MISSOURI, AS FOLLOWS:

The Board of Alderman of the City of Lake Ozark, Missouri hereby approves and authorizes the Mayor or his designated employee of the City to destroy the identified court and accounting documents that exceed the required periods of retention.

THIS RESOLUTION is hereby adopted by the City of Lake Ozark, Missouri on this ____ day of August, 2020.

APPROVE:

ATTEST:

Gerry Murawski, Mayor

Kathy Vance, City Clerk

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9 BOXES

2 boxes miscellaneous tax record requests (2013-2015)

1 box of miscellaneous staff files

6 boxes of daily cash collection receipts (2018)

FILES TO SHRED: TOTAL 7 BOXES

2016-2017 BILLING PACKETS

2012-2017 COMPLETED SERVICE ORDERS

2010-2015 ADJUSTMENT MEMOS

2009-2015 DEPOSIT REFUND MEMOS

2009-2011 ACCOUNT AUDIT MEMOS

2013-2015 WCA MEMOS

2013-2014 AGING REPORTS

2014-2016 POSTAGE REPORTS

1995-2014 OLD UTILITY APPLICATIONS

	3 boxes of old blueprints	
Year	Address	Architect/Contractor
2004	81 BEACON HILL	PDAG
2012	220 OSAGE HILL RD	HARMS
2014	115 ARROWHEAD DR.	HARMS
2008	240 CHERRY HILL AVE.	DRAFTING & DESIGN
2010	OSAGR NATIONAL LOT 94	WINTERS PRODUCTION
2007	130 RUDDER RD.	WINTERS PRODUCTIONS
2007	8 ISLEWORTH	MIDWEST ENGINEERS
2007	12 CHERRY HILL ESTATES	LANDMARK DESIGNS
2004	104 OAKMONT	NELSON DESIGN GROUP
2006	71 BLUEBIRD	WINTERS PRODUCTIONS
2006	230 CHERRY HILL AVE	MESA CONTRACTORS
2009	WELSH RD.	WINTERS PRODUCTIONS
2008	37 BEACON POINT	WINTERS PRODUCTION
2009	292 OAKRIDGE DR.	GRID DESIGN
2006	250 CHERRY HILL AVE.	HDS/JAMES ZIRKEL
2008	72 BAY HILL CT.	WINTERS PRODUCTION
2012	1103 BEACON POINT CIRCLE	DAVIDSON
2014	505 OSAGE RIVER BRIDGE RD	HARMS
2005	104 ARROWHEAD ESTAES	HARMS
2007	89 WELCH RD.	WINTERS PRODUCTIONS
2008	241 CHERRY HILL VILLAGE	WINTERS PRODUCTIONS
2010	272 OAKMONT	WINTERS PRODUCTIONS
2009	103 ARROWHEAD DR.	HARMS
2007	403 EAGLE VIEW VILLAS	A-E-C
2005	84 BEACON HILL DR	MET INC
2005	1135 BEACON POINT CIRCLE	WINTERS PRODUCTION
2006	65 BEACON HILL DR	MESA CONTRACTORS INC
2004	7 KNOX POINT CIRCLE	BAKER DWC
2007	137 CHERRY HILL CT	HARMS
2008	104 ARROWHEAD ESTATES	HARMS
2009	110 BOGEY HILL DR.	CLC DESIGN
2010	53 BOBWHITE LN	DAVIDSON
2007	258 CHERRY HILL VILLAGE	W.L. MARTEN HOME
2013	127 ARROWHEAD DR	CHRISTENSON
2014	106 WINGED FOOT	WIGGINS
2011	234 DAKOTA DUNES DR.	HARMS
2007	269 OAKMONT	AHMAN DESIGN
2011	624 OSAGE RIVER BRIDGE	MEEKS
2005	323 CHERRY HILL DR.	WARD
2005	109 OAKMONT	FRANKEN CONSTRUCTION
2011	73 BEACON HILL DR.	AHMAN DESIGNS
2011	10 EMERALD LANE	TPW
2004	129 MOCKINGBIRD LN.	OWNER
2008	109 HORSESHOE BEND	4 SEASONS HOME

2012	123 MOCKINGBIRD	SELF
2012	32 ROSCO ROAD	MEEKS
2014	118 MOCKINGBIRD LN	BETZ & ASSOC
2013	1153 BEACON POINT CIRCLE	SELF
2006	401 EAGLE VIEW	HARMS
2014	199 WHITFIELD ROAD	WINTERS PRODUCTIONS
2011	43 ARROWHEAD BEACH	WAGNER
2009	86 EAGLE CREST	GRIM
2008	134 CHERRY HILL AVE	HARMS
2013	271 OAKMONT	MEEKS
2014	104 ARROWHEAD DR.	HARMS
2008	191 BORDERS	FINK
2014	37 LOOKOUT	AHC
2007	188 FLYNN	ANCELL
2006	22 BEACON PT.	DAVIDSON
2010	334 CHERRY HILL LANE	HARMS
2011	BEACON RIDGE	PRO BUILD
2012	76 EAGLE CREST	SCHAEFFER
2011	100 WINGED FOOT	MEEKS
2012	273 OAKMONT	HARMS
2012	109 BOGEY DR	R.I.
2014	142 CHERRY HILL CT.	BACKSENN

BOX 1

P & Z

DATE	BRIEF DESCRIPTION OF DOCUMENTATION FOR DESTRUCTION
1995 to 2008	BUILDING PERMIT COPIES
1999	DISASTER DAMAGE INSPECTION REPORTS
1995 to 2008	MONTHLY REPORT
1995 to 2008	STAFF REPORTS
2003	INTRO TO FEMA BOOKLET
1995 to 2008	ZONING VIOLATION COPIES
1995 to 2008	BUILDING CODE VIOLATION COPIES
1995 to 2008	EXTRA COPIES OF AGENDAS AND MINUTES
1984 to 1985	OLD RESUMES

BOX 2

P & Z

DATE	BRIEF DESCRIPTION OF DOCUMENTATION FOR DESTRUCTION
2001-2004, 2008	MONTHLY REPORT
2001-2004, 2008	STAFF REPORTS
2001-2004, 2008	EXTRA COPIES OF AGENDAS AND MINUTES

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

Resolution No. 2020R-25

**RESOLUTION ACCEPTING THE LAKE OF THE OZARKS COUNCIL OF LOCAL
GOVERNMENTS GRATIS PROPOSAL TO UPDATE THE COMPREHENSIVE
PLAN OF THE CITY OF LAKE OZARK**

WHEREAS, the City of Lake Ozark is a vibrant and growing community requiring a city government capable of responding to changes in economic conditions; and capable of expanding public safety, utility and transportation infrastructure in a planned and coordinated way, while taking into account and allocating limited resources.

WHEREAS, the City presently has a Comprehensive Plan to address the issues referenced herein; however, said plan has not been updated for several years and is outdated; and

WHEREAS, the City is a member of the Lake of the Ozarks Council of Local Governments; and

WHEREAS, the Lake of the Ozarks Council of Local Governments has offered to update the City's Comprehensive Plan as per Ex. 1 attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE OZARK, MISSOURI, AS FOLLOWS:

The Board of Alderman of the City of Lake Ozark, Missouri hereby authorizes the Mayor or his designee to proceed with updating the City's Comprehensive Plan in conjunction with the gratis services offered by the Lake of the Ozarks Council of Local Governments in the proposal attached hereto as Exhibit 1.

THIS RESOLUTION is hereby adopted by the City of Lake Ozark, Missouri on this _____ day of August 2020.

APPROVE:

ATTEST:

Gerry Murawski, Mayor

Kathy Vance, City Clerk

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City of Lake Ozark Comprehensive Plan Update Proposal

Lake of the Ozarks Council of Local Governments (LOCLG) would like to offer the following proposal for comprehensive planning services. We have been a leader in planning efforts in Missouri, including transportation planning and economic development services, since being established in 1969. We have made every effort to provide your community with an effective yet highly efficient proposal that we feel will more than meet your needs.

PROCESS & TENTATIVE TIMELINE

Months 1-2: Organization and Information Gathering. The LOCLG staff will work with city staff and other local organizations to gather information pertinent to the planning effort. Staff will collect demographic and socioeconomic data through public sources such as the Census Bureau. A Planning Committee composed of community volunteers will be established during this phase. (Estimated work hours: 140)

Month 2: Orientation Meeting & Survey. This public meeting of the Planning Committee will inform the community of the general purpose and process of planning. Staff will present relevant data collected to-date and finalize a public survey to be distributed to residents of the community. Staff will create base maps to use throughout the planning process. (Estimated work hours: 60)

Months 3-4: Survey Results & SWOT. The Planning Committee will meet to review results from the community survey. LOCLG staff with city staff will facilitate a SWOT analysis to identify what the community's strengths and weaknesses are in order to begin identifying community goals. (Estimated work hours: 40)

Months 4-5: Land Use Planning & Goals Meeting. Staff will facilitate this meeting to discuss possible future land use scenarios and build consensus among the committee to develop a future land use map. This meeting will also begin the process of setting simple and concise goals for the community based on the survey results and gathered information. (Estimated work hours: 40)

Months 5-6: Objectives and Strategies Meeting #1. The LOCLG staff will provide suggestions to the committee for establishing objectives and strategies for each goal building off the previous meeting. (Estimated work hours: 35)

Months 6-7: Objective and Strategies Meeting #2. This will provide an opportunity to continue discussion of any remaining topics not covered in the previous meeting and fine tune all of the objectives and strategies. (Estimated work hours: 30)

Months 7-8: Writing the Plan. The LOCLG staff will write the full and complete document. City staff will review and make comments and suggest edits as needed. (Estimated work hours: 120)

Month 8: Public Open House - Draft Plan Review. Comments will be received at the meeting and revisions made to the document based on public input. (Estimated work hours: 30)

Month 9-10: Final Plan Presentation. The Plan will be presented to the Planning & Zoning Commission for their comments and endorsement. (Estimated work hours: 30)

Next Board Meeting: *Adoption of Plan.* (Estimated work Hours: 20)

Project Start Date

LOCLG anticipates that the planning process will take 12 months to complete for a comprehensive data collection effort and the public engagement component to make the final product a community focused planning document.

The estimated start date of the planning process will be October 15, 2020.

As a member community, LOCLG will complete the Comprehensive Plan as part of your membership.

Thank you for this opportunity to serve your community. We look forward to a successfully completed project that should be a substantial asset to your community for many years to come.

Sincerely,

Linda Conner
Executive Director
Lake of the Ozarks Council of Local Governments
Phone: 573-346-5692
Email: linda.conner@loclg.org