



City of Ozark Missouri

P.O. Box 295
Ozark, Missouri

65721

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BOARD OF ALDERMEN TENTATIVE MEETING AGENDA

Tuesday, January 3, 2012

7:00 P.M. Regular Session

POSTED

12-28-11

Ordinance #12-001

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING(S):

1. Approval of the December 19, 2011 Regular Session Minutes. A.

CEREMONIAL MATTERS:

BILLS OPEN FOR PUBLIC DISCUSSION:

A. BILLS REQUIRING A PUBLIC HEARING:

B. FIRST READING BILLS:

1. **Bill #2574**-An Ordinance Authorizing the Mayor to Enter Into a Settlement Agreement with Empire Bank for the Completion Bond Concerning the Detention Pond in the Rolling Prairie Subdivision. Alderman Chris Snyder. B.
2. **Bill #2575**-An Ordinance of the Board of Aldermen of the City of Ozark, Missouri Authorizing the Issuance of a Conditional Use Permit of All/Or Part of Property in a Particular Zoning District in the City of Ozark, Missouri. Property Location-412 N. 3rd Street. Property Owners Billy and Ruth Hanks. Alderman Chris Snyder. C.
3. **Bill #2576**-An Ordinance Amending the Code of Ordinances of the City of Ozark by Adding a Series of Sections to Title IV. "Land Development and Regulations"; Article IX "Miscellaneous Regulations" to be Numbered 405.940, Et, Seq. Relating to Moving Vans, Storage Containers and Storage Trailers. Alderman Chris Snyder. D.
4. **Bill #2577**-An Ordinance Amending the Code of Ordinances of the City of Ozark, Missouri by Deleting a Subsection of Section 405.350 Relating to Sign Guidelines in C-4 Zoning Districts and Enacting, In Lieu Thereof, Two New Subsections Relating to the Same Subject Matter. Alderman Chris Snyder. E.

C. RESOLUTION:

1. **Resolution #1737** – A Resolution by the Board of Aldermen of the City of Ozark, Missouri, Waiving Various Water, Sewer Connection and Building Fees for the Ozark R-VI School District in Conjunction with the Proposed Bus Facility. Alderman Rick Gardner. F.

D. EMERGENCY BILLS:

1. **Bill #2578**-An Emergency Ordinance Authorizing the Mayor to Enter Into a Municipal Agreement with the Missouri Highways and Transportation Commission. Alderman Rick Gardner. G.

E. PUBLIC IMPROVEMENT BILLS (TAX BILLS): None.

F. GRANTS: None.

G. AMENDED BILLS:

**SECOND READING AND FINAL PASSAGE OF BILLS. NO PUBLIC DISCUSSION.
BOARD DISCUSSION ONLY:**

REPORT OF OFFICERS, BOARDS AND COMMITTEES:

1. Administrative Committee:
2. Public Safety:
3. Public Works:
 1. Discussion of an Access Easement on City owned Property Located along US Highway 65. H.
4. Park:

UNFINISHED BUSINESS:

SCHEDULED VISITORS:

NEW BUSINESS/COUNCIL COMMENTS:

MISCELLANEOUS BUSINESS:

ADJOURNMENT

Representatives of the News Media may obtain copies of this notice by contacting: The City Clerk's Office at (417) 581-2407 or by E-Mail lwilson@ozarkmissouri.org
(To be posted at least 24 hours prior to the commencement of the Meeting on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at the principal office of the Municipal Corporation or Political Subdivision or, if no such office exists, at the building in which the meeting is to be held). In accordance with ADA Guidelines, if you need special accommodations when attending City Meetings, please notify the City Clerk's Office at least 3 days prior to the scheduled meeting.



City of Ozark Missouri

P.O. Box 295
Ozark, Missouri 65721

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December 19, 2011 Board of Aldermen Regular Legislative Session

The Ozark Board of Aldermen met in Regular Session at 7:00 p.m. at the Ozark City Hall in Ozark, Missouri. Mayor Shane L. Nelson presided over the meeting: Alderman Eddie Campbell, Alderman Rick Gardner, Alderman Chris Snyder, Alderman James Haik, III, Alderman Mark Spinabella and Alderman Dennis Sparrow were present. Also attending City Administrator Steve Childers, City Attorney David Collignon and City Clerk Lana Wilson.

Pledge of Allegiance

7:00 p.m.

Roll Call:

Alderman Mark Spinabella	Here	Alderman Dennis Sparrow	Here
Alderman Eddie Campbell	Here	Alderman Rick Gardner	Here
Alderman James J. Haik, III	Here	Alderman Chris Snyder	Here

Approval of the Minutes of the Previous Meeting(s): Approval of the December 5, 2011 Regular Session and December 12, 2011 Noon Work Session Minutes.

Motion was made by Alderman Gardner to approve the December 5, 2011 Regular Session and the December 12, 2011 Noon Work Session Minutes as amended, seconded by Alderman Sparrow with all present voting aye.

Mayor Shane L. Nelson amended the December 5, 2011 Regular Session Minutes as follows: Page 4, Paragraph 6-Amend Brain to Brian.

Mayor Shane L. Nelson amended the December 12, 2011 Noon Work Session Minutes as follows: Page 2, Under the Joint Session, Paragraph 4 Amend Torgison to Torberson; Amend Harolson to Haralson.

Mayor Shane L. Nelson amended the Agenda to place Scheduled Visitors as the next item as the next Order of Business.

Scheduled Visitors:

1. Dr. Gordon Pace-Superintendent of the Ozark R-VI School District. Discuss Construction Project Fees.

Dr. Gordon Pace approached the Mayor and Board of Aldermen. Dr. Pace stated he was present to request consideration by the City of Ozark to waive any or all permit and connection fees for the new Transportation Facility to be constructed upon the South Elementary campus. In the past the City has waived fees for the School District's projects the School District will not expect the City to waive the costs entailed in the fees that are costs to the City.

City Administrator Childers stated the School District has issued a payment to the City in the amount of \$11,291.67 in order to begin their project. At this time the School District is requesting to be reimbursed the \$11,291.67.

Alderman Spinabella stated it is important that the City continue working with and supporting the School District.

Alderman Sparrow stated his concern with waiving the fees is the burden it will place upon the General Revenue budget where funds are already struggling to fix our streets and sidewalks.

Alderman Gardner stated his conflict with the issue is that in the past when the City waived fees for the School District the City was not as financially strapped, raising the question as to whether or not waiving the fees would be in the best interest of the City.

City Attorney Collignon will prepare a Resolution for the January 3, 2012 Regular Legislative Session.

C. Resolutions:

1. Resolution #1729-A Resolution of the Board of Aldermen of the City of Ozark, Missouri Approving and Authorizing the Mayor to Execute a Contract with the Ozark Chamber of Commerce, Inc. to Further Economic Development within the City of Ozark.

Motion was made by Alderman Gardner to place Resolution #1729 on its first reading by title and description only, seconded by Alderman Campbell with all present voting aye.

City Administrator Childers stated the question before the Board of Aldermen is whether or not they wish to extend the partnership between the City and the Chamber of Commerce for Economic Development services. The past year has proven to be a successful partnership Agreement with the initial intent of bringing the Chamber of Commerce to the next level achieved. The next step will be for the City to set Economic Development goals expected from the Chamber of Commerce as we continue the partnership. The Agreement has been modified,

structured to be paid as contractual services provided to the City. The Chamber of Commerce Director will be paid through payroll until March 1, 2012, from than on the City will pay the Chamber of Commerce a monthly sum through the duration of the Agreement terms.

Alderman Gardner stated he feels continuing this Agreement would be in the best interest of the City, he has worked closely with the Chamber of Commerce as the appointed Chamber of Commerce Board of Aldermen liaison for the past two (2) years and encouraged the Board of Aldermen's support.

Alderman Campbell asked City Attorney Collignon if he thought there was a potential conflict of interest if a Board of Alderman was a Chamber of Commerce Member regarding the approval of this Agreement.

City Attorney Collignon stated anytime a Board Member is an influential Board Member receiving benefit from the adoption of this Resolution it could be presumed as a potential conflict of interest, the other side is no one will personally benefit.

Motion was made by Alderman Gardner to adopt Resolution #1729, seconded by Alderman Spinabella with all present voting aye and Alderman Campbell abstaining.

2. Resolution #1730-A Resolution of the Board of Aldermen of the City of Ozark, Missouri, Authorizing the City Administrator to Enter Into Discussions with Coca Cola to Establish a Carbonated and Non-Carbonated Beverage Provider Agreement.

Motion was made by Alderman Haik to place Resolution #1730 on its first reading by title and description only, seconded by Alderman Gardner with all present voting aye.

City Administrator Childers stated this is the first time the City has requested Proposals for this Service.

Park Director Wagner stated the Request for Proposals process went very well. After researching what other City's requested for these Services and meeting with the vendors staff recommends establishing an Agreement with Coca Cola. Coca Cola has agreed to donate funds towards purchasing the Community Center Sign.

Motion was made by Alderman Haik to adopt Resolution #1730, seconded by Alderman Campbell with all present voting aye.

3. Resolution #1731-A Resolution of the Board of Aldermen of the City of Ozark, Missouri Awarding the Bid for Sports Program Medal and Trophy Services to BJ's Trophy Shop and Authorizing the City Administrator to Enter into an Agreement for Said Services.

Motion was made by Alderman Haik to place Resolution #1731 on its first reading by title and description only, seconded by Alderman Campbell with all present voting aye.

Park Director Wagner stated BJ's Trophy Shop is an established vendor with the Park and Recreation Department.

Park Director Wagner stated overall the lowest Sports Program proposals were awarded with the exception of an issue with the T-Shirts, due to material specifications. The photography proposal staff is requesting to be awarded to Champion Photo, due to quality issues we experienced this past year after switching from Champion Photo to another company.

Motion was made by Alderman Haik to adopt Resolution #1731, seconded by Alderman Spinabella with all present voting aye.

4. Resolution #1732-A Resolution of the Board of Aldermen of the City of Ozark, Missouri, Awarding the Bid for Sports Program Photography Services to Champion Photo, LLC and Authorizing the City Administrator to Enter Into an Agreement for Said Services.

Motion was made by Alderman Haik to place Resolution #1732 on its first reading by title and description only, seconded by Alderman Gardner with all present voting aye.

No discussion.

Motion was made by Alderman Haik to adopt Resolution #1732, seconded by Alderman Campbell with all present voting aye.

5. Resolution #1733-A Resolution of the Board of Aldermen of the City of Ozark, Missouri Awarding the Bid for Sports Program Equipment (With the Exception of Football Helmets) to Kessler's Team Sports and Authorizing the City Administrator to Enter into an Agreement for Said Equipment.

Motion was made by Alderman Haik to place Resolution #1733 on its first reading by title and description only, seconded by Alderman Snyder with all present voting aye.

No discussion.

Motion was made by Alderman Haik to adopt Resolution #1733, seconded by Alderman Campbell with all present voting aye.

6. Resolution #1734-A Resolution of the Board of Aldermen of the City of Ozark, Missouri Awarding the Bid for Football Helmets for the Parks and Recreation Sports Programs to Riddell and Authorizing the City Administrator to Enter Into an Agreement for Said Equipment.

Motion was made by Alderman Haik to place Resolution #1734 on its first reading by title and description only, seconded by Alderman Snyder with all present voting aye.

City Attorney Collignon suggested next year separating Proposals for Football Helmet from the other sports equipment.

Motion was made by Alderman Haik to adopt Resolution #1734, seconded by Alderman Campbell with all present voting aye.

7. Resolution #1735-A Resolution of the Board of Aldermen of the City of Ozark, Missouri Awarding the Bid for Sports Program Shirts to Express Press and Authorizing the City Administrator to Enter into an Agreement for Said Shirts.

Motion was made by Alderman Haik to place Resolution #1735 on its first reading by title and description only, seconded by Alderman Campbell with all present voting aye.

No discussion.

Motion was made by Alderman Haik to adopt Resolution #1735, seconded by Alderman Campbell with all present voting aye.

8. Resolution #1736-A Resolution of the Board of Aldermen of the City of Ozark, Missouri Authorizing the Mayor to Execute a Commercial Lease Agreement with Ozark Motor & Supply Co. Concerning Property Located at 203-B, 205 and 207 E. Brick Street.

Motion was made by Alderman Campbell to place Resolution #1736 on its first reading by title and description only, seconded by Alderman Spinabella with all present voting aye.

City Administrator Childers stated the Agreement before the Board of Aldermen is a Commercial Lease extension for the Municipal Court and the Public Works Field Office with no increase in the lease rates.

Motion was made by Alderman Campbell to adopt Resolution #1736, seconded by Alderman Snyder with all present voting aye.

D. Emergency Bills:

E. Public Improvement Bills (Tax Bills):

F. Grants:

G. Amended Bills:

SECOND READING AND FINAL PASSAGE OF BILLS. NO PUBLIC DISCUSSION, BOARD DISCUSSION ONLY:

1. Bill #2571-An Ordinance of the Board of Aldermen of the City of Ozark, Missouri Approving Certain Budget Amendments to the 2011 Budget for the City of Ozark, Missouri. From December 5, 2011 to December 31, 2011.

Motion was made by Alderman Gardner to dispense with the second reading and place Bill #2571 on its third and final reading by title and description only, seconded by Alderman Snyder with all present voting aye.

No discussion.

Motion was made by Alderman Gardner to adopt Bill #2571 as Ordinance #11-038, seconded by Alderman Snyder with all present voting by roll call vote:

Alderman Rick Gardner	Aye
Alderman Mark Spinabella	Aye
Alderman Dennis Sparrow	Aye
Alderman James Haik, III	Aye
Alderman Eddie Campbell	Aye
Alderman Chris Snyder	Aye

2. Bill #2572-An Ordinance of the Board of Aldermen of the City of Ozark, Missouri, Accepting and Approving a Budget for the City of Ozark, Missouri from January 1, 2012 to December 31, 2012.

Motion was made by Alderman Gardner to dispense with the second reading and place Bill #2572 on its third and final reading by title and description only, seconded by Alderman Snyder with all present voting aye.

City Administrator Childers stated the Board of Aldermen has before them a conservative Budget without a projected increase in Sales Tax revenues. The City's December 2011 Sales Tax revenue was up 13%, with an overall 7.5% increase in the 2011 Sales Tax revenue over the 2010 Sales Tax revenue. There was a 3% increase projected in the 2011 Budget for Sales Tax revenue, the 2011 Budget ended with a 4.5% increase above Budget projection.

Motion was made by Alderman Gardner to adopt Bill #2572 as Ordinance #11-039, seconded by Alderman Snyder with all present voting by roll call vote:

Alderman Rick Gardner	Aye
Alderman Dennis Sparrow	Aye
Alderman James Haik, III	Aye
Alderman Eddie Campbell	Aye
Alderman Chris Snyder	Aye
Alderman Mark Spinabella	Aye

3. Bill #2573-An Ordinance of the Board of Aldermen of the City of Ozark, Missouri, Amending the Zoning Code and Official Map by Changing the Classification of Certain Property. Location 401 N. 21st Street. Owner McDonalds USA, L.L.C.

Motion was made by Alderman Snyder to dispense with the second reading and place Bill #2573 on its third and final reading by title and description only, seconded by Alderman Spinabella with all present voting aye.

City Administrator Childers stated the current Zoning District of our McDonalds restaurant was eliminated from our Code. For compliance purposes the City requested the C-2 Zoning Amendment during their demolition process. The Planning and Zoning Commission have recommended approval of the Zoning Amendment.

Motion was made by Alderman Snyder to adopt Bill #2573 as Ordinance #11-040, seconded by Alderman Campbell with all present voting by roll call vote:

Alderman James Haik, III	Aye
Alderman Eddie Campbell	Aye
Alderman Chris Snyder	Aye
Alderman Mark Spinabella	Aye
Alderman Dennis Sparrow	Aye
Alderman Rick Gardner	Aye

Report of Officers, Boards and Committees:

1. Administrative: City Administrator Steve Childers.

City Administrator Childers informed the Mayor and Board of Aldermen there will be an employee Meeting held December 21, 2011 to discuss employee benefits and policies.

The Business Registration process went very well with positive comments, staff hand delivered the renewal notices. Our files have been transferred to our new module, City Trak. This system will provide the City with a more efficient tracking system and report capabilities. Staff will present various generated reports during future Meetings.

2. Public Safety: Police Chief Lyle Hodges.

Police Chief Hodges stated the Cops for Kids Christmas Shopping Program was very successful, there were 60 Children Shoppers. We had several Officers, Board Members and other volunteers helping the children shop.

Police Officer Sean Vorse applied to the National Computer Forensics Institute Training program and was selected to receive a five week training course on electronic crimes. The Springfield Secret Service Unit recommended Officer Vorse; all expenses will be paid by non City Federal Forfeiture Funds.

3. Public Works: Public Works Director Larry Martin.

Public Works Director Martin stated the LED Christmas lights the City begun installing a few years ago have proven to be beneficial by their longevity and energy efficient savings.

The soil piles in front of the Community Center are part of the sidewalk project scheduled to begin this spring. The soil is coming from and being delivered free to the City from the contractor who is doing the excavation project north of the Community Center. With the contractor providing and delivering the soil the City is saving approximately \$10,000.00 on the sidewalk project. Staff will be placing a work in progress sign at the site in the near future.

4. Parks: Parks Director Sam Wagner.

Park Director Wagner stated the CLOZ has been a successful event.

The Community Center staff has done a wonderful job during the recent staff transitions.

Alderman Gardner congratulated Park Director Wagner negotiating funds for the Community Center Sign.

Unfinished Business:

New Business/Board of Aldermen Comments:

Alderman Gardner commented on how smooth the Budget process went this year and was excited about the increase in Sales Tax revenues.

City Administrator Childers informed the Mayor and Board of Aldermen the City offices will be closed December 23 and December 26, 2011. The new phone system has been installed.

Pay Bills-

Motion was made by Alderman Sparrow to adjourn, seconded by Alderman Campbell with all present voting aye.

The December 19, 2011 Regular Session adjourned at 8:00 p.m.

Minutes Written By:

Lana Wilson, City Clerk

Approval of Minutes By:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH EMPIRE BANK FOR THE COMPLETION BOND CONCERNING THE DETENTION POND IN THE ROLLING PRAIRIE SUBDIVISION.

WHEREAS, On January 11, 2010 the City drew upon an irrevocable letter of credit issued by Citizens National Bank for the failure of IDI, LLC to complete a detention basin within the Rolling Prairie Subdivision and Citizens National Bank disputed the attempted draw for several reasons, including that the detention pond was located in Phase II of the subdivision while the bond applied only to Phase IV; and

WHEREAS, Empire Bank acquired Citizens National Bank and is the successor in interest through a merger with that Bank; and

WHEREAS, The City and Empire Bank have been in negotiations to resolve the aforementioned dispute and complete the detention pond. Empire has entered into an agreement with Hartman & Co. to complete the work on the detention pond in accordance with City Plans and is further willing to provide to the City the contract with Hartman and the payment of funds to satisfy that contract in exchange for a release from any liability on the completion bond; and

WHEREAS, The Parties have agreed, subject to the approval of the Board of Aldermen upon a Settlement Agreement which is to be attached to this Ordinance and incorporated herein by reference outlining the settlement of all issues between the City and Empire Bank; and

WHEREAS, The Board of Aldermen, having been fully advised in the premises, finds that it would be in the best interests of the City to authorize the Mayor to enter into the settlement agreement with Empire Bank and complete the work in Rolling Prairie Subdivision.

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

SECTION 1. The Mayor of the City of Ozark is hereby authorized to execute on behalf of the City the Settlement Agreement attached hereto, Marked "Exhibit A" and incorporated herein by reference as if fully set out in this Ordinance.

SECTION 2. The Mayor is further authorized to enter into the contract with Hartman & CO, attached hereto, marked "Exhibit B" and incorporated herein by reference as if fully set out herein for the completion of the detention pond in Rolling Prairie Subdivision.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 16TH DAY OF JANUARY 2012.

	AYE	NAY	ABSENT/ABSTAIN
Alderman James Haik, III	_____	_____	_____
Alderman Chris Snyder	_____	_____	_____
Alderman Mark Spinabella	_____	_____	_____
Alderman Dennis Sparrow	_____	_____	_____
Alderman Rick Gardner	_____	_____	_____
Alderman Eddie Campbell	_____	_____	_____

APPROVED THIS 16TH DAY OF JANUARY 2012.

SHANE L. NELSON, MAYOR

ATTEST:

Lana Wilson, City Clerk

Bill #2574
Ordinance #12-0
January 16, 2012

SETTLEMENT AGREEMENT

COMES NOW the City of Ozark, Missouri (the "City") and Empire Bank (the "Bank") and agree as follows:

WITNESSETH:

WHEREAS, Citizens National Bank of Springfield, Missouri, (Citizens National) issued its Irrevocable Letter of Credit No. 26306 to the City on January 11, 2009, wherein it authorized the City to draw upon Citizens National in the total amount of \$202,000.00 upon the City's written certification to Citizens National of the failure of IDI, LLC (the "Developer") to complete Phase IV of Rolling Prairie Subdivision in accordance with the approved Engineering Plans and Specifications on file with the City;

WHEREAS, on January 11, 2010, the City by and through a letter from its attorney attempted to draw on the Letter of Credit;

WHEREAS, Citizens National denied and disputed the attempted draw against the Letter of Credit for several reasons, including that the basis for the City's draw on the Letter of Credit was the failure of the Developer to complete a detention pond in Phase II of Rolling Prairie Subdivision when the Letter of Credit applied only to Phase IV of Rolling Prairie Subdivision

WHEREAS, the Bank acquired Citizens National and is the successor in interest through merger to Citizens National;

WHEREAS, the Bank has solicited a proposal from Hartman & Co., Inc. to complete the work of the aforementioned detention pond in accordance with plans and specifications developed by Tate Engineering dated June 17 and June 30, 2010, and, as a part of the consideration for this Agreement, will assign any and all rights that it may have with Hartman & Co., Inc. for completion of the work contemplated by the Irrevocable Letter of Credit to construct the detention pond in Phase II of Rolling Prairie Subdivision in accordance at a cost of \$147,678.00; and

WHEREAS, the City and the Bank desire to settle and compromise their disputes concerning the Letter of Credit by Bank paying to the City the cost of the construction of the detention pond.

NOW, THEREFORE, in consideration of the covenants and agreements as hereinafter set forth, the parties agree as follows:

CONDITION PRECEDENT: The parties acknowledge and agree that a condition precedent to the formation of this contract is the Board of Alderman of the City of Ozark adopting an ordinance whereby it approves this Settlement Agreement and authorizes the duly appointed representatives of the City to execute this agreement and carry out its terms.

1. **Payment of Settlement Funds:** Within five (5) days of the adoption of an ordinance by the Board of Alderman of the City approving this Settlement Agreement, Bank will pay the sum of \$147,678.00 to the City.

2. **Assignment of Rights with Hartman & Co., Inc.:** Bank hereby assigns without recourse any and all rights and interests it may have in and to a contract with Hartman & Co. Inc. to construct a detention pond in Phase II of Rolling Prairie Subdivision in accordance with plans and specifications developed by Tate Engineering dated June 17 and June 30, 2010.

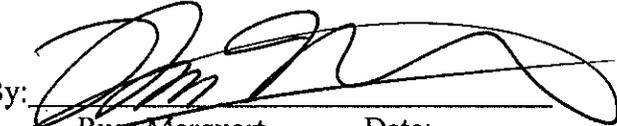
3. **Release:** For and in consideration of the covenants and agreements of Bank as herein set forth, the Assignment of Rights with Hartman & Co., Inc and upon Bank's payment of the sum of \$147,678.00, the City of Ozark, Missouri, hereby fully and completely releases Empire Bank, including without limitation in its capacity as successor by way of merger to Citizens National, and Bank's employees, representatives, successors and assigns from all claims, demands, actions, and causes of action of any nature or description whatsoever, arising or existing, or claimed to have arisen or be existing from time immemorial to the date hereof, whether known or unknown, whether based in contract, tort or otherwise, whether legal or equitable, and whether fixed or contingent, concerning, relating to or arising out of Letter of Credit No. 26306 issued by Citizens National Bank on January 11, 2009, the draw by the City on the Letter of Credit of January 11, 2010, Citizens National's refusal to pay the City's draw on the Letter of Credit, and any and all other claims, demands, actions, and causes of action arising therefrom or relating thereto. The City, in conjunction with the signing of this contract, will mark the Letter of Credit and the draw on the Letter of Credit fully satisfied and released and deliver the originals thereof to the Bank for cancellation.

IN WITNESS WHEREOF, the parties have set their hands on the day and date next to their signature.

EMPIRE BANK

CITY OF OZARK

By: _____



Russ Marquart

President

Date: _____

By: _____

Date: _____

Exhibit B

GENERAL SERVICES CONTRACT

THIS AGREEMENT, made here and entered into this ___ day of January 2012, by and between The City of Ozark, Missouri (hereinafter "CITY") and Hartman & Co., Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY has made a determination that it would benefit from a Contract for Excavation and Construction services to be provided for the sediment basin in Rolling Prairie Subdivision Phases II and III for the City; and

WHEREAS, the CITY made a demand upon a completion bond for the developer of the subdivision and the Bank who now holds the completion bond engaged the services of CONTRACTOR for the benefit of CITY and CONTRACTOR submitted a bid to complete the required work a copy of which is attached hereto, marked "Exhibit A" and incorporated herein by reference; and

WHEREAS, the CITY and Empire Bank (hereinafter "BANK") have entered into a separate agreement whereby CITY will release BANK's obligation to perform under the completion bond in exchange for depositing a sum of money sufficient to satisfy the payment obligations under this Contract with an escrow agent mutually agreed upon by CITY and BANK; and

WHEREAS, the CONTRACTOR, BANK and the CITY have agreed to certain benefits which are set forth below; and

WHEREAS, the CITY wishes to employ the CONTRACTOR on an Installment Payment Contract basis as set forth below.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, is it agreed as follows:

1. The CITY Will:

Pay CONTRACTOR the total sum of One Hundred Forty-seven Thousand Six Hundred Seventy-eight and 00/100 Dollars (\$147,678.00) at such times and in accordance with the Standard General Conditions of the Construction Contract included in "Exhibit A" and incorporated herein by reference.

2. The CONTRACTOR WILL:

- a. Provide excavation and construction services in accordance with the Bid Form set forth in a document marked "Exhibit A", attached hereto and incorporated herein by reference as if fully set forth in this paragraph.
- b. Not subcontract or assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the CITY.
- c. Prevailing Wage: CONTRACTOR hereby certifies that it shall pay any employees prevailing wage on this municipal project as that wage is established by the Missouri Department of Labor and Industrial Relations' Division of Labor Standards pursuant to its current Annual Wage Order. CONTRACTOR further agrees to provide CITY with certified payroll information concerning the wages paid for on-site employees. In the event that CONTRACTOR or its subcontractors fails to pay any employee prevailing wage in accordance with the terms of this paragraph, CONTRACTOR will forfeit a penalty to the CITY in an amount equal to One

Hundred Dollars (\$100.00) per day, or any portion thereof, for any work done under this contract.

- d. Workers Compensation Policy: Prior to the commencement of any work on the project, CONTRACTOR agrees to supply CITY with a copy of the current certificate for Workers Compensation insurance as required by the State of Missouri.
- e. Safety Training:
 - (1) CONTRACTOR shall provide a ten (10) hour Occupational Safety and health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 R.S.Mo.
 - (2) CONTRACTOR shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
 - (3) CONTRACTOR acknowledges and agrees that any of CONTRACTOR'S employees found in the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
 - (4) CONTRATOR shall require all of it sub-contractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.
- f. Notice of Penalties for Failure to Provide Safety Training:
 - (1) Pursuant to Section 292.675, R.S.Mo, CONTRACTOR shall forfeit to CITY as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by CONTRACTOR or its sub-contractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 2.f.(1) above.
 - (2) The penalty described in subsection g.(1) above shall not begin to accrue until the time periods described in Sections 2.f.(2)and(3) above have elapsed.
 - (3) Violations of Section 2.f above and imposition of the penalty described in this Sub-section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
 - (4) In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, R.S.Mo has occurred and that a penalty as described in this Sub-section shall be assessed, the CITY shall withhold and retain all sums and amounts due and owing when making payments to CONTRACTOR under this Contract.
- g. Conflict of Interest: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract.
- h. Non-discrimination: Agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin, or ancestry, political affiliation or beliefs, religion or handicap.

- i. Federal Work Authorization Program: CONTRACTOR agrees to execute the affidavit, attached hereto, marked "Exhibit B" and incorporated herein as if fully set out in this paragraph, required by Section 285.530 R.S.Mo relating to the Federal Work Authorization Program and to comply with all applicable State and Federal laws relating to unauthorized aliens. CONTRACTOR acknowledges that Section 285.530 R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. CONTRACTOR therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 R.S.Mo and that it will not knowingly employ, hire for employment or continue to employ any unauthorized aliens to perform any of the services contemplated herein and that its employees are lawfully eligible to work in the United States.
- j. Excessive Unemployment Law: CONTRACTOR hereby agrees to comply with the provisions of Section 290.550, et seq., of the Revised Statutes of the State of Missouri (hereinafter the "Excessive Unemployment Law" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the Excessive Unemployment Law) in constructing or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

3. The Parties Mutually Agree to the Following:

- a. Term. The contract shall be in effect for a period of One Hundred Twenty (120) working days (as defined by MoDOT Standard Specifications for Highway Construction Section 108.7.2.2) from the date of this Agreement unless earlier terminated with or without cause or extended as referenced below.
 - b. Termination. The Agreement may be terminated by either party without cause, upon fourteen (14) days written notice. This agreement may be terminated with cause upon twenty-four (24) hour written notice. In either such event, final payment to the CONTRACTOR shall be limited to services provided by the CONTRACTOR as of the effective date of said termination. In any event, this Agreement shall terminate automatically upon the termination of funding in the CITY's budget for this work.
 - c. Just Cause for Termination. Noncompliance with any portion of the Agreement, or violation of State or Federal laws or City Code, will be just cause for immediate termination of this Contract as set forth in paragraph 3.a) above. Just cause may include any other grounds determined by the CITY to be just cause.
4. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
5. Entire Agreement. This agreement, contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereunto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year herein stated.

**Hartman & Co., Inc.,
CONTRACTOR**

By: _____, President

CITY OF OZARK, MISSOURI

Shane L. Nelson, Mayor

ATTEST:

Lana Wilson, City Clerk

APPROVED AS TO FORM

City Attorney

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF
OZARK, MISSOURI AUTHORIZING THE ISSUANCE OF A CONDITIONAL
USE PERMIT OF ALL/OR PART OF PROPERTY IN A PARTICULAR ZONING
DISTRICT IN THE CITY OF OZARK, MISSOURI.**

412 N. 3rd STREET

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF
OZARK, MISSOURI, AS FOLLOWS:**

WHEREAS, an application for a Conditional Use Permit to allow Auto Sales, in a C-4 Central Business District, located at 412 N. 3rd Street in the City of Ozark, Missouri, by owner of record, was submitted to the Planning and Zoning Clerk; and

WHEREAS, the Planning and Zoning Clerk did; thereafter, submit said application to the Planning and Zoning Commission which set the 27th day of December 2011, as the date a Public Hearing would be held on such application and proposed Conditional Use Permit; and

WHEREAS, a notice of the time and date of the Public Hearing was given by publication in a newspaper of general circulation in the City of Ozark, such notice being at least 15 days before the date set for the Public Hearing; and

WHEREAS, the applicant gave notice of such Public Hearing to the record owners of all properties within 185 feet of the property located at 412 N. 3rd Street by certified mailings to such record owners, applicant having provided the City with, proof of such notification, including certified return receipts and a list of all persons notified together with their respective addresses.

WHEREAS, a Public Hearing was conducted by the Planning and Zoning Commission on December 27, 2011, and the Commission by majority vote, did not recommend the approval of such application for a Conditional Use Permit to allow Auto Sales on the aforementioned property.

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

SECTION 1: That the Board of Aldermen hereby grants the issuance of a Conditional Use Permit to said applicant for the property located at 412 N. 3rd Street. Said applicant must comply with the standards set forth in Section 405.500.

SECTION 2: The Conditional Use Permit Application set forth in Exhibit "A" attached hereto and incorporated herein as if fully set out.

SECTION 3: This Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED THIS 16th DAY OF JANUARY, 2012.

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT/ABSTAIN</u>
Alderman James Haik, III	_____	_____	_____
Alderman Chris Snyder	_____	_____	_____
Alderman Mark Spinabella	_____	_____	_____
Alderman Dennis Sparrow	_____	_____	_____
Alderman Rick Gardner	_____	_____	_____
Alderman Eddie Campbell	_____	_____	_____

APPROVED THIS 16TH DAY OF JANUARY, 2012.

SHANE L. NELSON, MAYOR

[SEAL]

ATTEST:

Lana Wilson, City Clerk

Bill #2575

Ordinance #12-0

January 16, 2012

#2575

MEMO

TO: Board of Alderman December 27, 2011 meeting

FROM: Planning & Development Department

RE: USE PERMIT #57
Zoning of property: C-4 Central Business District
Address of property: 412 N. 3rd Street, Ozark, Missouri
Owner: Billy J. & Ruth Ann Hanks
Applicant: Chad Gunther
Use Permit requested for: Auto Sales

Dear Board of Alderman,

The Planning & Zoning commission has recommended the **APPROVAL** of the above referenced Use Permit. With the following conditions:

- Up to four (4) cars in the front of the business for sale “only” and section off so no customer parking allowed in the front of the business.
- No Parking allowed on the North side of the building.
- Approved signage directing customers to parking in the rear of the property.
- No cars for sale in the rear parking.
- No restrictions on the South side parking.

Attached you will find documentation to support this request.

If you have any questions, please contact Planning & Development (417)581-2407.

Thanks,
Valerie Carr
Planning & Zoning Technician

Enclosure: Memo to P&Z & correspondence

8 pgs. attached

City of Ozark Missouri
Department of Planning & Development



P.O. Box 295
Ozark, Missouri 65721

Fax 417-581-0575
Phone 417-581-2407

December 21, 2011

Re: **USE PERMIT #57**
Zoning of property: C-4 Central Business District
Address of property: 412 N. 3rd Street, Ozark, Missouri
Owner: Billy J. & Ruth Ann Hanks
Applicant: Chad Gunther
Use Permit requested for: Auto Sales

Dear Commissioners,

The applicant has requested a USE PERMIT for the above referenced property to ask for a auto sales lot to be allowed in the front of the existing building.

The applicant originally applied for a business license for a car broker. His vehicles would be kept on the interior of the building "only". The structure was looked at by the building inspector and passed its redevelopment review and met its minimum requirements for this type of occupancy.

Staff doesn't feel this use is favorable for such a small parking area and the location of the street frontage could be a dangerous situation. However, the lot that sits behind the building would accommodate vehicles for sale in a much safer manner. The applicant would have to use signage to point possible customers to the rear of the property. It is really the only option the staff can see that would work other than finding a better suited location in the city.

If you should have any questions regarding the information above please feel free to contact me at the Planning and Development Department of the City of Ozark at 417-581-2407.

Respectfully,

Valerie Carr
Planning & Zoning Technician

FINDING OF FACTS

Conditional Use Standards:

A conditional use permit shall be granted only if evidence is presented at the public hearings that the conditional use will comply, to the extent applicable, with the following standards:

1. The conditional use will be consistent with the policies and intent of the Ozark Comprehensive Plan and the Ozark zoning regulations. Yes ___ No X

2. The conditional use will not increase flood or water damage hazard to adjoining properties. *It will not.* Yes ___ No X

3. The conditional use will not generate noise that exceeds the sound levels that are typical of uses permitted in the district. *It will not.* Yes ___ No X

4. Adequate access roads or entrance and exit drives will be designed and provided to prevent traffic hazards and to minimize traffic congestion at the site. *This will present a traffic hazard and cause traffic congestions.* Yes ___ No X

5. Street right-of-way and pavement width in the vicinity of the conditional use is or will be adequate for traffic reasonably expected to be generated by the proposed use. *See #4* Yes ___ No X

6. Glare of stationary or vehicular lights from the conditional use will not adversely affect the character of the neighborhood and if such lights will be visible from a residential district, measures to shield or direct lights to mitigate glare are proposed. *Will not have adverse effect.* Yes ___ No X

7. The conditional use will not have any substantial adverse effect upon the use or enjoyment of adjacent and nearby property or conditions affecting the public health, safety and welfare. *Traffic is a concern.* Yes ___ No X

8. The conditional use will be designed, constructed and operated so as not to interfere with the development and use of adjacent property in accordance with the applicable zoning district regulations. Yes ___ No X

9. In the case of existing structures to be converted to a use requiring a conditional use permit, the structure shall meet all fire, health, building, plumbing and electrical requirements of the City of Ozark. Yes No

*Was inspected w/ Redevelopment Review
and met minimum requirements*

10. The conditional use otherwise complies with all applicable regulations of this Chapter. Yes No

Gunther Automotive LLC

I'm a used-vehicle dealer who specializes in the wholesale side of the business. I would like to expand into retail a little more than I am now. I sell 400 and up vehicles a year. I'm wanting to park 3 to 4 vehicles out front of my building for sale. I hope to be a part of the Ozark Community for many years to come.


owner

Public Notice

412 N. 3rd Street, Ozark, MO.

Notice is hereby given to all parties in interest and citizens, that the Ozark Planning & Zoning Commission will hold a Public Hearing on Tuesday, December 27, 2011 at 7:00 p.m. in the Ozark City Council Chambers at the Ozark City Hall, Ozark, Missouri, to consider a Use Permit of all and/or part of the following property.

USE PERMIT #57

Proposed Zoning of property: C-4 (Central Business District)
Address of property: 412 N. 3rd Street Ozark, Missouri
Owner of property: Billy J. & Ruth Ann Hanks
Applicant: Chad Gunther
Use Permit requested for: Auto Sales

At these Public Hearings, any interested person, corporation or political subdivision may present evidence regarding the proposed Use Permit at the Public Hearing or written comments will be received by the Planning and Development Department, up to the time of the Hearing and be made part of the Public Record.



Lana Wilson
City Clerk

11/29/2011
Date

City of Ozark Missouri

Planning and Development Department

Application for Conditional Use Permit

LOCATION OF PROPERTY

Street Address: 412 N. 3rd St.

Subdivision: _____ Lot Number: _____

Property Tax Parcel Number: _____ Lot Size: _____

CURRENT USE

Current Zoning: _____

Current use(s): (Conforming or Non-Conforming): _____

PROPOSED USE

Proposed use(s): Park 4 or less car's out front for sale

SEWAGE DISPOSAL

City of Ozark

Septic Tank

WATER SUPPLY

City of Ozark

Private Well

ROAD ACCESS

Road(s) fronting property: 3rd Street

IDENTIFICATION

Owner: Bill Hanks

Mailing Address: _____

Telephone: 417-849-5549 Fax Number: N/A

Bill Hanks
Signature of Owner

Date

Signature of Owner

Date

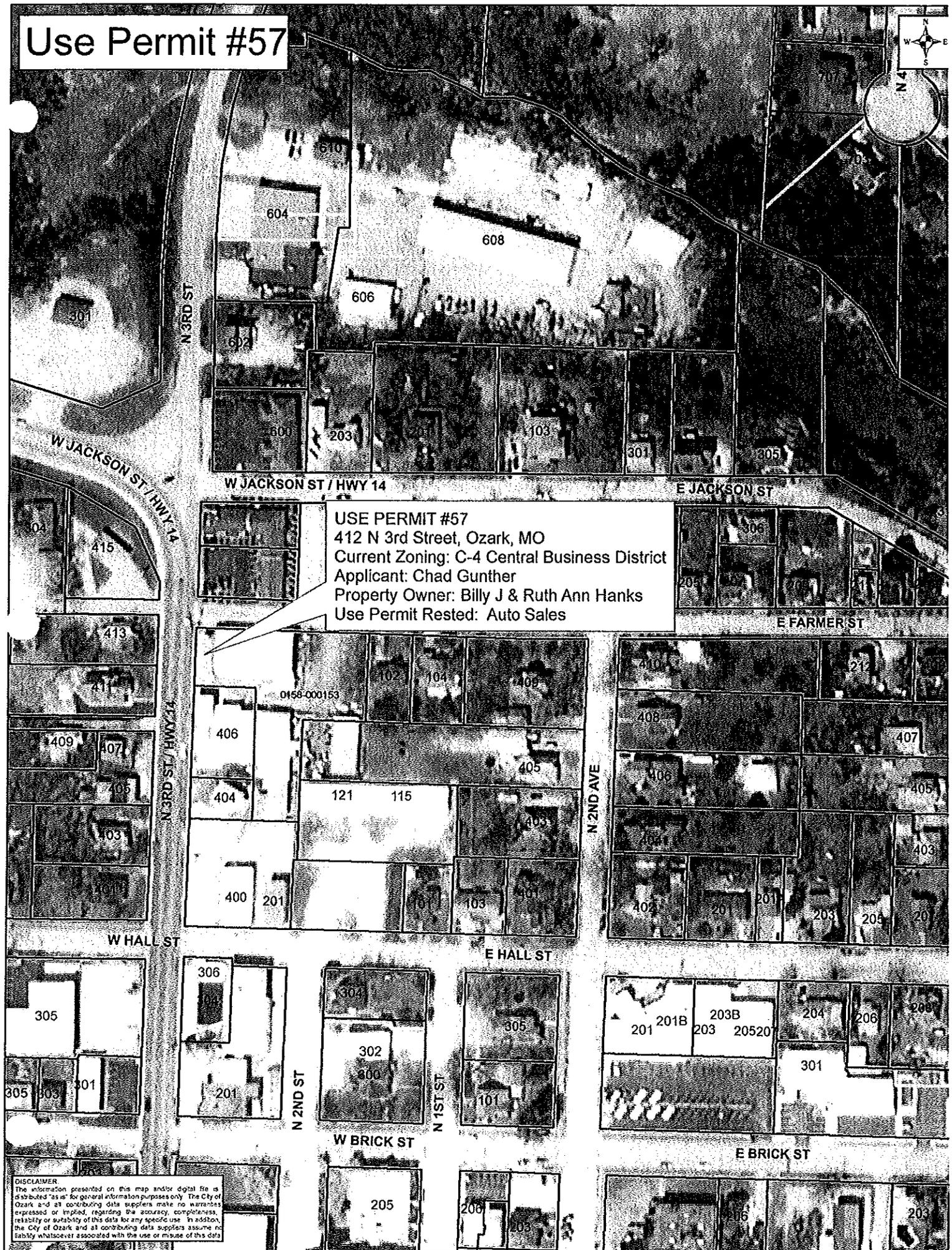
[Signature]
Lessee (if applicable)

Date

The Applicants shall be responsible for the cost of all third party reviews. This shall include but not limited to storm water reviews, traffic reviews and etc. The City of Ozark will be the sole determiner of the requirements for these reviews. The City of Ozark will issue and bill invoices for these costs.

ATTENDANCE IS REQUIRED AT THE SCHEDULED PLANNING & ZONING MEETING
AND CITY COUNCIL MEETING

Use Permit #57



USE PERMIT #57
412 N 3rd Street, Ozark, MO
Current Zoning: C-4 Central Business District
Applicant: Chad Gunther
Property Owner: Billy J & Ruth Ann Hanks
Use Permit Rested: Auto Sales

DISCLAIMER
The information presented on this map and/or digital file is distributed "as is" for general information purposes only. The City of Ozark and all contributing data suppliers make no warranties, expressed or implied, regarding the accuracy, completeness, reliability or suitability of this data for any specific use. In addition, the City of Ozark and all contributing data suppliers assume no liability whatsoever associated with the use or misuse of this data.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF OZARK, MISSOURI BY ADDING A SERIES OF SECTIONS TO TITLE IV. "LAND DEVELOPMENT AND REGULATIONS"; ARTICLE IX "MISCELLANEOUS REGULATIONS" TO BE NUMBERED 405.940, ET. SEQ. RELATING TO MOVING VANS, STORAGE CONTAINERS AND STORAGE TRAILERS.

WHEREAS, the Planning and Zoning Commission has reviewed the Code of Ordinances to determine where and how Moving Trucks/Vans, Storage Containers and Storage Trailers should be stored in the City of Ozark; and;

WHEREAS, the Planning and Zoning Commission has reviewed the changes set forth below and finds that a change to our Code would be in the best interests of the Community; and

WHEREAS, the Board of Aldermen has reviewed the changes to the Code of Ordinances and agrees with the Planning and Zoning Commission that the changes would be in the best interests of the Community.

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

SECTION 1. The Code of Ordinances of the city of Ozark is hereby amended by adding a series of sections to Title IV "Land Development and Regulations"; Article IX "Miscellaneous Regulations" relating to the regulation of moving Trucks/Vans, Storage Containers and Storage Trailers which said sections shall be known as Section 405.940 et. seq. and shall read as follows:

"SECTION 405.940: DEFINITIONS

For the purpose of interpreting this series of Sections, certain terms are defined as follows:

Storage Container: A large container which is capable of use for shipping goods or materials by rail, ship, air or over the road including, but not limited to, 'portable on demand storage units(PODS)'; any box van that has been disconnected from a chassis; and similar intermodal type shipping/cargo containers, that are (a) designed and commonly used for storing, shipping or transporting products and materials, and (b) are typically transported by a separate motorized vehicle or upon a trailer that is used on a premise for storage.

Storage Trailer: Any dry freight van, semi-trailer, refrigerated van, or similar type trailer originally designed for the transporting of products and materials, whether or not connected to a chassis, used for storage and/or warehousing purposes or any purpose other than that for which the trailer was originally designed.

SECTION 405.945: ON-SITE STORAGE IN STORAGE TRAILERS AND/OR STORAGE CONTAINERS

A. General Provisions.

1. Moving Vans/Trucks, Storage Containers and Storage Trailers are allowed as Conditional Uses in any zoning district subject to the restrictions, limitations and regulations contained in the Sections set forth below.

2. The Planning and Development is authorized to issue a permit for Storage Containers and Storage Trailers used as temporary construction site offices or for the storage of tools or building supplies needed for a construction project or personal property of the owner or tenant of a building which is being remodeled during the course of a project on a lot for which a valid building permit has been issued. Upon the expiration of the permit (or any extension thereof) such Container or Trailer shall be promptly removed. The Planning & Development Department may authorize the placement of a Container or Trailer used for a construction project on property other than the property where the construction project is located upon determining that the location is necessary and reasonable under the circumstances.

B. Non-Residential Zoning Districts.

1. No Moving Truck/Van, Storage Container or Storage Trailer shall be located on property in such a manner so as to occupy any required:

- a. parking space;
- b. open space;
- c. sight triangle;
- d. circulation aisle;
- e. setback;
- f. easement;
- g. detention area;
- h. buffer yard;
- i. perimeter landscaping areas;
- j. front yard

as defined in Section 405.070. No Moving Truck/Van, Storage Container or Storage Trailer shall be located within ten (10) feet of the right-of-way of a public street.

2. No Moving Truck/Van, Storage Container or Storage Trailer shall be located on property or used in such a manner as to violate any of the International Codes contained in Title V or of the 'Nuisance' provisions contained in Title II of the Code of Ordinances of the City of Ozark.

3. No utility services shall be provided to a Storage Container or Storage Trailer unless it has been converted into a permanent building and meets all requirements of all applicable Building Codes. Providing temporary (seven days or less) utility services for the purpose of loading and unloading shall not be considered a violation.

4. No Moving Truck/Van, Storage Container or Storage Trailer shall be physically connected, in any manner, to any structure or building or another Storage Container or Storage Trailer.

5. Merchandise, pallets, furniture, tires, equipment, fixtures, products, trash, debris or other materials shall not be stacked under or on top of any Moving Truck/Van, Storage Container or Storage Trailer. Nor shall any such items be placed in a fire lane or within ten (10) feet of a Storage Container or Storage Trailer.

6. No Storage Container or Storage Trailer shall be stacked on top of another Storage Container or Storage Trailer or on top of any building. Storage trailers and storage containers may be stacked when stored on sites zoned 'Industrial' where the provision of such storage trailers or storage containers is a principle use if such Containers and Trailers are empty and properly secured based on accepted industry standards.

7. The owner, operator and/or renter of the Moving Truck/Van, Storage Container(s) or Storage Trailer(s) shall be responsible to ensure that the unit(s) is/are in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks.

C. Residential Districts.

1. Short-Term Loading and Unloading.

a. No more than three (3) Moving Truck/Van(s), Storage Container(s), Storage Trailer(s) or any combination thereof, may be placed on a property at any one time.

b. No Moving Truck/Van shall remain upon the property for a period in excess of seven (7) consecutive days.

c. The Moving Truck/Van shall be placed on a paved surface and meet all other requirements for parking of motor vehicles on residential lots.

2. Short-term Storage.

a. No more than two (2) Storage Container(s), Storage Trailer(s) or combination of them may be located on a property at any one time.

b. No Storage Container or Storage Trailer shall be located on a property for a period of more than sixty (60) consecutive days. No property shall be permitted to have a storage trailer or storage container for more than two (2); sixty (60) day periods in any twelve (12) month period.

- c. The Storage Container or Storage Trailer shall be placed on a paved surface and meet all other requirements for parking of motor vehicles on residential lots.
- d. No Storage Container or Storage Trailer shall be used in conjunction with, or associated with, a home occupation.
- e. No Storage Container or Storage Trailer shall be located on property or used in such a manner as to violate any of the International Codes contained in Title V or of the 'Nuisance' provisions contained in Title II of the Code of Ordinances of the City of Ozark.
- f. The owner, operator and/or renter of the storage trailer(s) or storage container(s) shall be responsible to ensure that the storage unit is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks.

D. Construction Projects Not Requiring a Building Permit. Storage Containers and Storage Trailers are permitted on any lot for twenty-one (21) consecutive days (a fourteen day extension may be granted by the Planning & Development Department upon application by the owner) in conjunction with construction projects not requiring building permits subject to the following restrictions, requirements, and limitations:

- 1. The use of Storage Containers and Storage Trailers is limited to the storage of tools or building supplies needed for a construction project.
- 2. All Storage Containers and Storage Trailers shall be located on the property where the work is being performed.
- 3. In non-residential zoning districts, Storage Container or Storage Trailer shall be located on property in such a manner so as not to occupy any required:
 - a. parking space;
 - b. open space;
 - c. sight triangle;
 - d. circulation aisle;
 - e. setback;
 - f. easement;
 - g. detention area;
 - h. buffer yard;
 - i. perimeter landscaping areas;
 - j. front yardas defined in Section 405.070. No Moving Truck/Van, Storage Container or Storage Trailer shall be located within ten (10) feet of the right-of-way of a public street.
- 4. No Storage Container or Storage Trailer may be stacked one on top of another or on top of any building.
- 5. All Storage Containers or Storage Trailers shall be removed from the property upon completion of the construction project or by the end of the permitted time period, whichever may occur first.
- 6. No Storage Container or Storage Trailer shall be located on property or used in such a manner as to violate any of the International Codes contained in Title V or of the 'Nuisance' provisions contained in Title II of the Code of Ordinances of the City of Ozark.

E. Recycling Containers. Storage Containers and Storage Trailers used as commercial/industrial recycling containers are permitted in all non-residential zoning districts subject to the following restrictions, requirements, and limitations:

1. The use of the Storage Container or Storage Trailer is limited exclusively to materials to be recycled.

2. The Storage Container or Storage Trailer shall be located on property in such a manner so as not to occupy any required:

a. parking space;

b. open space;

c. sight triangle;

d. circulation aisle;

e. setback;

f. easement;

g. detention area;

h. buffer yard;

i. perimeter landscaping areas;

j. front yard

as defined in Section 405.070. No Storage Container or Storage Trailer shall be located within ten (10) feet of the right-of-way of a public street.

3. No Storage Container or Storage Trailer may be stacked one on top of another or on top of any building.

4. No Storage Container or Storage Trailer shall be located on property or used in such a manner as to violate any of the International Codes contained in Title V or of the 'Nuisance' provisions contained in Title II of the Code of Ordinances of the City of Ozark.

5. No Storage Container or Storage Trailer may be located in the required front yard. All storage trailers and storage containers must be a minimum of twenty-five (25) feet from any street and a minimum of fifty (50) feet from any residential district.

6. The owner, operator and/or renter of the storage Container(s) or Storage Trailer(s) shall be responsible to ensure that the unit is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 16TH DAY OF JANUARY 2012.

	AYE	NAY	ABSENT
Alderman James Haik, III	_____	_____	_____
Alderman Dennis Sparrow	_____	_____	_____
Alderman Rick Gardner	_____	_____	_____
Alderman Eddie Campbell	_____	_____	_____
Alderman Chris Snyder	_____	_____	_____
Alderman Mark Spinabella	_____	_____	_____

APPROVED THIS 16TH DAY OF JANUARY 2012.

SHANE L. NELSON, MAYOR

ATTEST:

Lana Wilson, City Clerk

Bill #2576
Ordinance #12-0
January 16, 2012

#2576

MEMO

TO: Board of Alderman **December 28, 2011**

FROM: Planning & Development Department

RE: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF OZARK, MISSOURI BY ADDING ONE NEW CHAPTER TO THE TITLE IV RELATING TO THE REGULATIONS OF MOVING VANS, STORAGE CONTAINERS AND STORAGE TRAILERS.

Dear Board of Alderman,

The Planning & Zoning commission on December 27, 2011 recommended approval of the above referenced request.

If you have any questions, please contact Planning & Development (417)581-2407.

Thanks,
Valerie Carr
Planning & Zoning Technician

6 pgs attached

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF OZARK, MISSOURI BY DELETING A SUBSECTION OF SECTION 405.350 RELATING TO SIGN GUIDELINES IN C-4 ZONING DISTRICTS AND ENACTING, IN LIEU THEREOF, TWO NEW SUBSECTIONS RELATING TO THE SAME SUBJECT MATTER.

WHEREAS, the Planning and Zoning Commission has recently reviewed the Code of Ordinances Sign Guidelines for the C-4 Zoning District and made a determination that a minor change is required in one Subsection of Section 405.350 "C-4" DESIGN GUIDELINES; and

WHEREAS, the Planning and Zoning Commission has duly considered the following modification, held a Public Hearing on the topic and recommends the adoption of the amendment to the Code of Ordinances set forth below; and

WHEREAS, the Board of Aldermen now finds that it is in the best interest of the City to adopt the recommended change as set forth below.

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

SECTION 1. Section 405.350: "C-4" DESIGN GUIDELINES, Sub-section 7 *Sign Guidelines*, is hereby amended by deleting in their entirety Sub-sections a. and j. and enacting, in lieu thereof two (2) new Sub-sections relating to the same subject matter, which said new Sub-sections shall read as follows:

- "a. The re-facing of an existing non-conforming sign is allowed as long as it is not enlarged and the original sign structure is structurally sound.
- j. All detached on-premise signs shall be monument signs as set forth in Sub-section 8.b. of this Section except existing signs."

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 16TH DAY OF JANUARY 2012.

	AYE	NAY	ABSENT
Alderman James Haik, III	_____	_____	_____
Alderman Rick Gardner	_____	_____	_____
Alderman Eddie Campbell	_____	_____	_____

Alderman Chris Snyder
Alderman Mark Spinabella
Alderman Dennis Sparrow

APPROVED THIS 16TH DAY OF JANUARY 2012.

SHANE L. NELSON, MAYOR

ATTEST:

Lana Wilson, City Clerk

Bill #2577
Ordinance #12-0
January 16, 2012

#2577

MEMO

TO: Board of Alderman **December 28, 2011**

FROM: Planning & Development Department

RE: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF OZARK, MISSOURI BY DELETING A SUBSECTION OF SECTION 405.350 RELATING TO SIGN GUIDELINES IN C-4 ZONING DISTRICTS AND ENACTING IN LIEU THEREOF, ONE NEW SUBSECTION RELATING TO THE SAME SUBJECT MATTER.

Dear Board of Alderman,

The Planning & Zoning commission on December 27, 2011 recommended approval of the above referenced request.

If you have any questions, please contact Planning & Development (417)581-2407.

Thanks,
Valerie Carr
Planning & Zoning Technician

1 pg attached

RESOLUTION NUMBER 1737

**A RESOLUTION BY THE BOARD OF ALDERMEN
OF THE CITY OF OZARK, MISSOURI, WAIVING VARIOUS WATER, SEWER
CONNECTION AND BUILDING FEES FOR THE OZARK R-VI SCHOOL
DISTRICT IN CONJUNCTION WITH THE PROPOSED BUS FACILITY.**

WHEREAS, The Board of Aldermen received a request from the Administration of the Ozark R VI School District to waive certain fees relating to water services, sewer connections and building permits in conjunction with its new bus facility at the South Elementary School ; and

WHEREAS, The Board of Aldermen heard from Dr. Pace and Dr. Patterson at their meeting on December 19, 2011; and

WHEREAS, After due deliberation and considering all of the factors concerning the development of this facility and the state of the current economy as well as the proposed City Budget for 2012, the Board of Aldermen finds that it is in the best interests of the citizens of Ozark to maintain a cordial and cooperative relationship with the Ozark R-VI School District and the waiver of fees will not detrimentally affect the City's budget.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of Ozark, Missouri, as follows:

The fees set forth in the schedule attached hereto, marked "Exhibit A" and incorporated herein by reference relating to the construction of the Bus Facility for the Ozark R-VI School District are hereby waived and the Director of Finance and the City Administrator are directed to take all necessary actions to refund fees previously posted by the School District.

THIS RESOLUTION PASSED AND APPROVED at a regular meeting of the Board of Aldermen of the City of Ozark, Missouri, on this 3rd day of January 2012.

Shane L. Nelson, Mayor

[SEAL]

ATTEST:

Lana Wilson, City Clerk

Ozark R-VI School District Bus Facility

1250 West South Street (In the process of receiving an address from Christian County Emergency 911)

Water Fees

1 Water Taps Required per Public Works	\$ 40.00
1" Water Impact Fee	\$ 1,000.00
1" Water Meter	\$ 300.00
Sub-Total	\$ 1,340.00

Commercial Sewer Connection Fees

1 Sewer Taps Required per Public Works	\$ 40.00
Restrooms 2 X \$1,167.76	\$ 2,335.52
Lavatories 5 X \$30.69	\$ 153.45
Toilets 3 X \$92.16	\$ 276.48
Floor Drains 5 X \$92.16	\$ 460.80
Service Sink 1 X \$307.30	\$ 307.30
Car Wash 1 Automatic without Recycle X \$3,073.12 per stall	\$ 3,073.12
Sub-Total	\$ 6,646.67

Building Fees

Building Permit	
11,620(square footage) X .20	\$ 2,324.00
Plan Review	
\$2,324.00 X 25% (per building cost)	\$ 581.00
Plumbing	\$ 100.00
Electrical	\$ 100.00
Mechanical	\$ 100.00
Final Inspection	\$ 100.00
Sub-Total	\$ 3,305.00

TOTAL BUILDING PERMIT \$11,291.67 *

* Additional Fees (Fees paid prior to issuing Building Permit)

List any additional outstanding Public Works Invoices due to date. See list below.

Storm water 3rd Party Review Invoice #2011-626 in the amount \$255.00

Additional Driveway Permit in the amount of \$10.00 + \$450.00 (deposit)

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

WHEREAS, The City Staff and representatives of the Missouri Highways and Transportation Commission (hereinafter MoDOT) have spent years discussing and planning the improvement of Third and Jackson Streets (Route 14) in the City of Ozark; and

WHEREAS, The various staffs and design engineers have reached an agreement for the improvement of the aforementioned roadways; and

WHEREAS, The Board of Aldermen finds that the improvement of the roadways are most advantageous for the City of Ozark.

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

SECTION 1. The Mayor of the City of Ozark is hereby authorized to execute on behalf of the City a "Municipal Agreement" with the Missouri Highways and Transportation Commission a copy of which is attached hereto, marked "Exhibit A" and incorporated herein by reference as if fully set out in this Ordinance. The Agreement relates to Job No. 8P2146. The intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the city and the commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

SECTION 2. This Bill is hereby declared an Emergency Bill for the reason that the necessary time sensitive documents are required to be executed to maintain the Spring Financing Cycle with the Department of Transportation.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 3rd DAY OF JANUARY 2012.

	AYE	NAY	ABSENT
Alderman Eddie Campbell	_____	_____	_____
Alderman Chris Snyder	_____	_____	_____
Alderman Mark Spinabella	_____	_____	_____
Alderman Dennis Sparrow	_____	_____	_____
Alderman Rick Gardner	_____	_____	_____
Alderman James Haik, III	_____	_____	_____

APPROVED THIS 3rd DAY OF JANUARY 2012.

SHANE L. NELSON, MAYOR

ATTEST:

Lana Wilson, City Clerk

**Bill #2578
Ordinance #12-00
January 3, 2012**

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/10 (MRA)
Modified:

Municipal Agreement
Route: Route 14
County: Christian
Job No.:J8P2146

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Ozark, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 14, Christian County, Job No. J8P2146 shall consist of Widening Rte 14 between Finley River and Church Street and signaling Third Street.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning on the east side of the Finley River at Station 1163+00.00, a point 3487.58 feet southeast of the northwest corner of Section 23, Township 27 North, Range 21 West, run in a generally easterly direction along Route 14 to Station 1167+44.89Bk = Station 645+67.31Ahd, continue in a generally southerly direction to Station 655+36.00 a point near the intersection of Church Street with Route 14. Length of improvement within city is 0.268 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project:

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire in accordance with the cost share agreement, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a partially limited access highway between stations 1163+00.00 and 655+36.00. Rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay its share of the costs incurred therein in accordance with the cost share agreement.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City in accordance with the cost share agreement. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal

Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions which are necessary to assure compliance with this Subsection.

(10) LIGHTING:

(A) The Commission will, install, operate, and maintain basic lighting on signals. The cost to install basic signal lighting will be in accordance with the cost share agreement for the project. The Commission will, at its cost and expense, operate and maintain the basic signal lighting.

(B) The construction, installation, and maintenance of any other or further lighting system on the public improvement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES:

(A) The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction of the Commission. The installation of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be paid for in accordance with the cost share agreement.

(B) The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) AESTHETIC TRAFFIC CONTROL APPUTENANCES:

(A) All costs associated with purchase of aesthetic traffic control appurtenances or paint for appurtenances will be in accordance with the cost share agreement.

(B) The City shall have the paint manufacturers paint system and product data sheet, including color pigment information, submitted to the Commission's District Engineer for the Commission's review and approval. The color of the finish coat of paint must be approved by the Commission. All work done pursuant to this Agreement must be in accordance with Commission specifications and policies relating to painting of traffic signals and lighting equipment.

(C) The City shall provide certified performance data from an independent testing laboratory on samples formulated with the finish coat of the desired color that the system has performed satisfactorily for three years under exterior exposure tests.

(D) The painting of aluminum material, cabinets, or signal heads is not authorized by this Agreement.

(13) MAINTENANCE OF AESTHETIC TRAFFIC CONTROL APPUTENANCES:

(A) The City shall provide proper maintenance of aesthetic paint coatings at its cost for continuation of appearance of the unique color including the painting of any replacement equipment installed or replaced by the Commission. The method of maintenance shall be mutually agreeable between the City and the Commission's District Engineer.

(B) If aesthetic paint or appurtenances are damaged after construction of the project is complete, The Commission may replace damaged appurtenance with galvanized appurtenances to ensure the safe and continued operation of the devices. The City may replace or repaint the damaged appurtenance to re-establish its original aesthetic look at the City's cost. If the City elect's not to repaint or re-install the appurtenance to achieve the aesthetic appearance, The Commission's District Engineer will have full discretion on future appurtenances and coatings.

(C) Future painting shall be covered by separate permit. The City will be required to secure a no cost permit from the Commission's District Engineer prior to the City or any contractor procured by the City working on the Commission's right-of-

way. Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City.

(14) SECONDARY WESTBOUND LANE

The City and the Commission recognize that carrying two westbound Route 14 lanes through the Third Street intersection may not handle traffic efficiently. The second through lane on the right hand side will terminate shortly west of the intersection, and as such may not be utilized. If it is determined through traffic observations that the second lane on the right hand side, is not contributing significantly to movement of traffic through the intersection, the City and the Commission will cooperate to develop a plan to channelize the second lane as a right hand off lane in the northbound direction. The City agrees to participate fifty percent in the cost to channelize this lane if it is determined the lane is not being utilized sufficiently as a straight through lane.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any

case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of City streets affected by construction of this project as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of improvements to City streets, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the

Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(30) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Mayor Shane Nelson
205 N. 1st Street
Ozark, MO 65721

Facsimile No: _____

(B) To the Commission:
Ms. Becky Baltz
3025 E. Kearney
Springfield MO 65803

Facsimile No: Attn: Linda Bokel 417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or

a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(31) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(32) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(35) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

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

Executed by the City this ____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OZARK

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____



TO SPRINGFIELD



NN

River

Finley

OZARK

E. JACKSON ST.
E. FARMER ST.
V. HALL ST.
E. HALL ST.
Y. BRICK ST.
E. BRICK ST.
E. CHURCH ST.
E. ELM ST.

CHRISTIAN COUNTY COURTHOUSE

0+20.00

PROJECT LIMITS
WIDENING TO 5 LANES,
AND SIGNAL

LENGTH 0.268 MILES

655+36.00



F



TO BRANSON



EXHIBIT A
Contract Between
MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

-and-

CITY OF OZARK, MISSOURI
Job No. J8P2146 Christian County

POINT OF COMMENCING
NW CORNER HOPEDALE HEIGHTS PHASE III

1/2"LS2122
0.41' EAST 0.13' NORTH

R/W MARKER
17.44' SE
ON LINE

CHANNEL CONTROL ESMT.

N82° 26' 40"E
70.00'

S7° 33' 20"E
22.22'

CITY OF OZARK

PARCEL 3

P & E INVESTMENTS

POINT OF BEGINNING
70' ACCESS EASEMENT

N7° 33' 20"W
23.13'

R=400.00'
Δ=3°52'52"
L=27.10'
CB=S80° 30' 14"W

PARCEL 2

S82° 26' 40"W
42.93'

20' ACCESS
EASEMENT



SCALE 1"=100'

US HIGHWAY 65

ELECTRIC ESMT

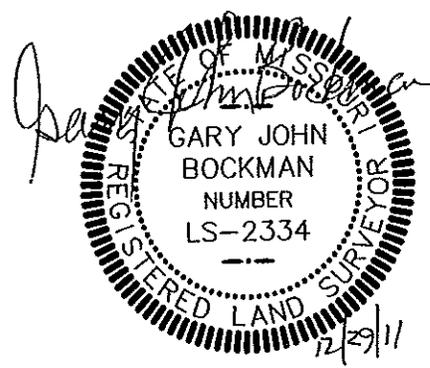
19TH STREET

PARCEL 1

○ PIN FOUND 5/8" LS2334 UNLESS NOTED

△_{R/W} RIGHT OF WAY MARKER FOUND

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS
INTENDED TO SHOW THE CONFIGURATION OF AN ACCESS
EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY
LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR
PROPERTY BOUNDARY SURVEYS.



BOCKMAN ENGINEERING SERVICES, LLC
CERTIFICATE OF AUTHORITY
LAND SURVEYING SERVICES
LSC2003021870
GARY JOHN BOCKMAN, PLS LS-2334
LAND SURVEYOR OF RECORD



**BOCKMAN ENGINEERING
SERVICES, LLC**
P O BOX 1395
SPRINGFIELD, MISSOURI 65801-1395
(417) 877-0611 (417) 877-0623 FAX
www.bockmanengineering.com

AN ACCESS EASEMENT 70 FEET IN WIDTH LOCATED IN HOPEDALE HEIGHTS PHASE III, A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 27 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN OZARK, CHRISTIAN COUNTY, MISSOURI, SAID EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF HOPEDALE HEIGHTS PHASE III, SAID POINT REFERENCED BY A 1/2" LS2122 PIN FOUND 0.13 FEET NORTH AND 0.41 FEET EAST AND A RIGHT OF WAY MARKER LOCATED SOUTH 07° 33' 20" EAST A DISTANCE OF 17.44 FEET; THENCE SOUTH 07° 33' 20" EAST ALONG THE EAST RIGHT OF WAY OF U. S. HIGHWAY 65 A DISTANCE OF 191.68 FEET TO A 5/8" LS2334 PIN FOUND FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY NORTH 82° 26' 40" EAST A DISTANCE OF 70.00 FEET TO A 5/8" LS2334 PIN FOUND; THENCE SOUTH 07° 33' 20" EAST FOR A DISTANCE OF 22.22 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 3° 52' 52" AND A CHORD BEARING SOUTH 80° 30' 14" WEST; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 27.10 FEET TO A 5/8" LS2334 PIN FOUND; THENCE SOUTH 82° 26' 40" WEST A DISTANCE OF 42.93 FEET TO A 5/8" LS2334 PIN FOUND ON THE EAST RIGHT OF WAY OF U. S. HIGHWAY 65; THENCE NORTH 07° 33' 20" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 23.13 FEET TO THE POINT OF BEGINNING, CONTAINING 1,611 SQUARE FEET (0.04 ACRES)

