

BILL NO. 24-52

ORDINANCE NO. 24.52

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION OFFICE OF SAFETY FOR THE SAFER STREETS FOR ALL GRANT.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Safer Streets for all Grant which is attached as Exhibit A.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME: August 1, 2024

READ SECOND TIME: August 15, 2024

I hereby certify that the above Ordinance No.24.52 was duly passed on August 15, 2024, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 4

Nays: 2

Abstentions: 0

Absent: 0

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

August 15, 24
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 24.52.

August 15, 24
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

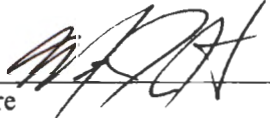
Tara Berreth
Tara Berreth, City Clerk

1. **Federal Award No.**
693JJ32440658
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065-3058

Unique Entity Id.: HKJUTFMG5KE7
TIN No.: 43-0887515
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – May 31, 2026
7. **Total Amount**
Federal Share: \$800,000
Recipient Share: \$200,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$1,000,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSA240539PR
11. **Federal Funds Obligated**
Base Phase: Pre-NEPA: \$680,000
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.4
1010.610066
14. **Description of the Project**
This award will be used by the City of Osage Beach to develop a comprehensive safety action plan; pilot temporary bike lanes on Osage Beach Parkway and collector streets using high visibility striping, signage, and delineators; and complete conceptual design to increase safety on City streets and eliminate fatal crashes.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Michael Harmison
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

HECTOR RAMON
SANTAMARIA
Digitally signed by HECTOR
RAMON SANTAMARIA
Date: 2024.08.27 08:08:13 -04'00'

Signature Date
Name: Hector Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Osage Beach (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Safety and Equity for Osage Beach Streets.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Safety and Equity for Osage Beach Streets

Application Date: 07/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$800,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA: Planning and Studies (includes Preliminary Phase and Demonstration Phase planning activities such as preliminary design and NEPA)	\$680,000	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	\$24,000.00	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Demonstration Phase Construction	\$96,000.00	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award – May 31, 2026

Phase 1 Budget Period: [reserved]

Phase 2 Budget Period: [reserved]

2.5 Grant Designation.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA: The first phase of this award will include the development of a comprehensive safety action plan, preliminary design activities related to the temporary bike lane demonstration project, and the development of environmental review documents necessary for NEPA approval. The NEPA packet will be submitted to FHWA for review and approval. This phase also includes conceptual design to increase safety on City streets and eliminate fatal crashes.

Option Phase 1: Final Design: This phase includes final design for the demonstration project. No right-of-way or utility relocation will take place.

Option Phase 2: Construction: This phase includes the construction of the demonstration project to pilot temporary bike lanes on Osage Beach Parkway and several collector streets using high visibility striping, signage, and delineators. The evaluation of the demonstration project, incorporation in the action plan, and final reporting will take place in this phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	December 31, 2024
Planned Draft Plan Completion Date:	April 30, 2025
Planned Final Plan Completion Date:	August 31, 2025
Planned Final Plan Adoption Date:	October 31, 2025
Planned SS4A Final Report Date:	December 31, 2025

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	April 30, 2025
Planned Construction Start Date:	June 1, 2025
Planned Evaluation Period End Date:	October 31, 2025
Planned SS4A Final Report Date:	December 31, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$800,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$175,000
In-Kind Match:	\$25,000
Other Funds:	\$0
Total Eligible Project Cost:	\$1,000,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$434,000.00		\$434,000.00
Land, structures, rights-of-way, appraisals, etc.			
Relocation expenses and payments			
Architectural and engineering fees	\$260,000		\$260,000
Other architectural and engineering fees	\$170,000		\$170,000
Project inspection fees			
Site work			
Demolition and removal			
Construction	96,000.00		96,000.00
Equipment			
Miscellaneous			
Contingency	\$40,000		\$40,000
Project Total	\$1,000,000		\$1,000,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Mike Welty
Assistant City Administrator
City of Osage Beach
1000 City Parkway Osage Beach Mo 65065
573-302-2000
mwelty@osagebeach.org

4.2 Recipient Key Personnel.

Name	Title or Position
Mike Welty	Assistant City Administrator
Abby Berreth	Accounts Payable Clerk

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Missouri
Agreement Officer's Representative (AOR)
3220 W. Edgewood Drive, Suite H
Jefferson City, MO 65109
573-636-7104
missouri.fhwa@dot.gov

and

Rebecca Rost
Missouri Division Office Lead Point of Contact
Environmental Protection Specialist
3220 W. Edgewood Drive, Suite H
Jefferson City, MO 65109
573-638-2623
rebecca.rost@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the

Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Osage Beach, MO

Baseline Measurement Date: June 01, 2025

Baseline Report Date: August 01, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: No change.

Schedule: No change.

Budget: No change.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				N/A

ATTACHMENT C

RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Osage Beach's SS4A project, developed in partnership with Branches for the Lake, aims to improve transportation safety, equity, and livability for all residents and visitors, with a particular focus on underserved communities. The project includes multimodal mobility investments that will proactively create new connections and opportunities for underserved communities that have been historically underserved by transportation.

ATTACHMENT D

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The City of Osage Beach's SS4A project, developed in partnership with Branches for the Lake, aims to enhance transportation safety, equity, and livability while addressing climate change and environmental justice impacts. The project will support a modal shift in movement by piloting temporary bike lanes.

The Climate and Economic Justice Screening Tool lists Osage Beach as an underserved community with a low-income population in the 75th percentile nationally. The USDOT ETC Explorer lists Osage Beach as a disadvantaged community for Transportation Insecurity in the 66th percentile nationally. The median age of Osage Beach residents is 49.5 years, higher than the national average of 38.7. NHTSA data shows that motor vehicle fatalities involving elderly drivers increased 32 percent from 2010 to 2019. The construction of U.S. Highway 54 in 2011 created a physical barrier (Grand Glaize Bridge) between the north and south areas of our community. Highway traffic is the only legal mode of transportation across the limited access bridge – there are no sidewalks or alternative transportation lanes. North of the bridge lies most of the schools, all the grocery stores, a large portion of the retail stores, and most of the low-income housing. On the south side of the bridge lies the hospital, most medical services, and governmental offices. Since the reclassification of Osage Beach Parkway from a U.S. Highway to a Major Collector, the posted speed limit has been set to 45 MPH. This vehicular speed limit negatively impacts the safety for active transportation users. According to AASHTO, shared roadways should only be placed where vehicular speeds post 35 MPH or under. Pedestrian access throughout the city is also in need of improvement. For example, approximately 50% of the city has sidewalks, but none connect schools to residential neighborhoods. In developing the Safety Action Plan, the City of Osage Beach will prioritize strategies to increase connectivity through coordination of mobility hubs and demand-responsive mobility services by removing access barriers that allow people to live, work, play, and move freely and safely throughout the city. By slowing traffic and adding safe micro-mobility transportation, businesses will see increased traffic flow, previously closed business on the south side of the bridge by the HWY 54 bypass may reopen and potential for affordable housing development is increased. Community engagement efforts will seek input from vulnerable populations most likely to experience poor outcomes resulting from negative social determinants, including elements of the built environment to make sure appropriate quantitative and qualitative data sources are identified to define, and measure the project impact on quality of life for ALL residents. Participation promotion efforts will include public surveys, stakeholder interviews, facilitator-led focus groups, storyboarding, reimbursement for time and knowledge to local community organizations and community members, childcare at public meetings, and virtual and in-person platforms. In addition, a volunteer task force representative of the city demographics will be created to connect with community members where they live and congregate by visiting low-income housing sites, workforce development centers, senior centers, state public assistance offices, Older American Transportation Service users, health clinics, etc. to solicit input for the action plan. We will work with the Osage Nation to include Native American markers and artwork to connect area with their culture while protecting sacred lands.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrates, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

x	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

We will accomplish this by following Osage Beach City Ordinance Section 125.030 Human Resources General Provisions. Affirmative Action Program And Equal Opportunity Policy.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING A PARCEL OF LAND AS DESCRIBED IN REZONING CASE #424.

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

Section 1. That the real estate, generally described as Topsiders Condominium LLC, is under the terms and conditions contained in Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto in Rezoning Case No. 424.

See Exhibit A: Legal Description.

See Exhibit B: Tract 1 – C-1b Legal Description

See Exhibit C: Tract 2 – C-1 Legal

See Exhibit D: Conditions

Section 2. That the development as described herein and referred to as Case 421 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME: September 5, 2024 READ SECOND TIME: September 19, 2024

I hereby certify that the above Ordinance No. 24.57 was duly passed September 19, 2024, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstentions: 0 Absent: 1

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

9/19/24
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby APPROVE Ordinance 24.57.

9/19/24
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

“EXHIBIT A”
LEGAL DESCRIPTION

A Tract of land being all of Lots 9-29 of Block 2 of “Oak-Ridge (Amended)” a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder’s Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

“BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office, recorded in Plat Book 170, Page 49, being on the northwestern right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way the following eleven (11) bearings and distances: (1) South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet; (2) along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point on said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet; (3) continuing along said right-of-way curve to the right in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet; (4) departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker; (5) South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker; (6) South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet; (7) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way; (8) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (9) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (10) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (11) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet,

(12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet, (25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 786.47 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said "Oak-Ridge (Amended)"; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of "Oak-Ridge (Amended)" and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of "Oak-Ridge (Amended)" and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said "Oak-Ridge (Amended)", South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING."

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

**“EXHIBIT B”
TRACT 1: C-1b**

A tract of land located in part of the south half of the northwest quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri and being more particularly described as follows:

“Commencing at the center section corner of Section 12, Township 39 North, Range 16 West and running North 88 degrees 58 minutes 02 seconds West (record deed = West) along and with the south line of the northwest quarter of said Section 12 a distance of 564.50 feet; thence departing the said south line North 45 degrees 45 minutes 34 seconds West (record deed = North 45 degrees 05 minutes West) a distance of 1,069.07 feet to a point located on the northerly right-of-way of Osage Beach Parkway, also known as United States Highway No. 54, being the southerly common lot corner of two tracts of land recorded in Book 840 at Page 907 at the Camden County Recorder’s Office, for the POINT OF BEGINNING; thence along and with the said northerly right-of-way the following five (5) bearings and distances: (1) South 72 degrees 24 minutes 43 seconds West (record deed = South 72 degrees 24 minutes 10 seconds West) a distance of 327.70 feet to an existing 5/8” iron pin with an aluminum cap right-of-way, (2) South 45 degrees 18 minutes 14 seconds East (record deed = North 46 degrees 16 minutes 54 seconds West, North 45 degrees 05 minutes West) a distance of 60.58 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (3) South 85 degrees 49 minutes 09 seconds West a distance of 154.71 feet to an existing 5/8” iron pin with an aluminum cap right-of-way marker, (4) South 78 degrees 27 minutes 45 seconds West (record deed = North 77 degrees 23 minutes 21 seconds East) a distance of 45.92 feet to an existing metal right-of-way marker and (5) South 78 degrees 26 minutes 46 seconds West a distance of 123.30 feet to an existing iron pin located on the 662 contour of the Lake of the Ozarks; thence along and with the said 662 contour the following twenty-six (26) bearings and distances: (1) North 01 degree 47 minutes 54 seconds West (record deed = South 03 degrees 17 minutes 27 seconds East) a distance of 33.48 feet, (2) North 00 degrees 40 minutes 35 seconds East (record deed = South 00 degrees 18 minutes 15 seconds West) a distance of 59.15 feet, (3) North 15 degrees 33 minutes 52 seconds East (record deed = South 14 degrees 35 minutes 02 seconds West) a distance of 29.56 feet, (4) North 37 degrees 22 minutes 22 seconds East (record deed = South 36 degrees 23 minutes 32 seconds West) a distance of 62.81 feet, (5) North 40 degrees 09 minutes 36 seconds East (record deed = South 39 degrees 10 minutes 46 seconds West) a distance of 51.29 feet, (6) North 65 degrees 38 minutes 49 seconds East (record deed = South 64 degrees 39 minutes 59 seconds West) a distance of 17.39 feet, (7) North 43 degrees 22 minutes 34 seconds East (record deed = South 42 degrees 23 minutes 44 seconds West) a distance of 21.64 feet and (8) North 60 degrees 25 minutes 23 seconds East (record deed = South 58 degrees 32 minutes 05 seconds West 15.02 feet) a distance of 15.09 feet to an existing pk nail, (9) North 35 degrees 16 minutes 49 seconds East a distance of 36.99 feet, (10) North 37 degrees 08 minutes 27 seconds East a distance of 42.51 feet, (11) North 58 degrees 43 minutes 16 seconds East a distance of 62.67 feet, (12) North 56 degrees 02 minutes 17 seconds East a distance of 27.28 feet, (13) North 45 degrees 05 minutes 13 seconds East a distance of 26.64 feet, (14) North 45 degrees 17 minutes 20 seconds East a distance of 14.84 feet, (15) North 38 degrees 15 minutes 15 seconds East a distance of 11.09 feet, (16) North 22 degrees 31 minutes 16 seconds East a distance of 9.74 feet, (17) North 12 degrees 21 minutes 48 seconds East a distance of 16.07 feet, (18) North 01 degrees 08 minutes 29 seconds East a distance of 9.37 feet, (19) North 14 degrees 59 minutes 43 seconds West a distance of 32.06 feet, (20) North 57 degrees 52 minutes 55 seconds West a distance of 45.03 feet, (21) North 61 degrees 49 minutes 13 seconds West a distance of 121.61 feet, (22) North 44 degrees 46 minutes 53 seconds West a distance of 22.43 feet, (23) North 37 degrees 11 minutes 24 seconds West a distance of 39.63 feet, (24) North 28 degrees 34 minutes 08 seconds West a distance of 45.74 feet,

(25) North 04 degrees 43 minutes 21 seconds West a distance of 58.27 and (26) North 13 degrees 58 minutes 19 seconds East a distance of 39.41 feet to a point located on the north line of the south half of the northwest quarter of said Section 12, thence departing the said 662 contour North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line a distance of 512.41 feet, thence departing said north line of the south half of the northwest quarter of said Section 12 South 27 degrees 55 minutes 16 seconds East 60.54 feet, thence South 38 degrees 33 minutes 04 seconds East 137.39 feet, thence South 09 degrees 01 minutes 33 seconds East 187.05 feet, thence South 52 degrees 42 minutes 57 seconds East 35.38 feet to the P.C. of a non-tangential 25.29 degree curve to the left, said curve having a radius of 589.19 feet and a chord bearing and distance of North 35 degrees 06 minutes 28 seconds East 258.00 feet, thence in a northeasterly direction along said curve a distance of 260.11 feet to the P.T. of said curve, thence leaving said curve South 63 degrees 52 minutes 46 seconds East 64.03 feet to a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, formerly known as US Hwy 54, thence along and with the said right-of-way curve in a southwesterly direction a distance of 400.72 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 37 degrees 05 minutes 43 seconds West 398.27 feet, thence departing said curve South 51 degrees 44 minutes 25 seconds West a distance of 3.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 76 degrees 37 minutes 38 seconds West (record deed = South 76 degrees 36 minutes 31 seconds West 137.84 feet) a distance of 137.89 feet to an existing 5/8" iron pin with an aluminum cap right-of-way marker, thence South 72 degrees 24 minutes 43 seconds West a distance of 1.94 feet, returning to the POINT OF BEGINNING."

Said tract having area of 370,060 square feet, or 8.50 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT C”
TRACT 2: C-1

A Tract of land being all of Lots 9-29 of Block 2 of “Oak-Ridge (Amended)” a subdivision of record in Plat Book 3, Page 28 in the Camden County Recorder’s Office and parts of the North and South halves of the Northwest Quarter of Section 12, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

“BEGINNING at the northeast corner of Lot 8 of Topsider Subdivision, a subdivision of record in the Camden County Recorder’s Office, recorded in Plat Book 170, Page 49, being on the western right-of-way of Osage Beach Parkway, formerly known as US Hwy 54, thence along and with said right-of-way South 27 degrees 00 minutes 12 seconds West 146.84 feet to a right-of-way marker marking the P.C. of a non-tangent curve to the right having a radius of 1045.92 feet on the northerly right-of-way of Osage Beach Pkwy, thence along and with the said right-of-way curve in a southwesterly direction a distance of 61.50 feet to a point marking the P.T. of the said curve, said curve having a chord bearing and distance of South 24 degrees 26 minutes 06 seconds West 61.49 feet, thence leaving said right-of-way North 63 degrees 52 minutes 46 seconds West 64.03 feet to the P.C. of a non-tangential 25.29 degree curve, thence along and with said curve in a southerly direction to the right a distance of 260.11 feet to the right, said curve having a radius of 589.19 feet and a chord bearing and distance of South 35 degrees 06 minutes 28 seconds West 258.00 feet to a point marking the P.T. of said curve, thence leaving said curve North 52 degrees 42 minutes 57 seconds West 35.38 feet, thence North 09 degrees 01 minutes 33 seconds West 187.05 feet, thence North 38 degrees 33 minutes 04 seconds West 137.39 feet, thence North 27 degrees 55 minutes 16 seconds West 60.54 feet to the north line of the south half of the northwest quarter of said Section 12, thence along and with said north line North 89 degrees 41 minutes 05 seconds East (record deed = West, South 89 degrees 40 minutes West) along and with the said north line 265.06 feet to an existing iron pipe; thence departing the said north line, North 03 degrees 25 minutes 00 seconds East (previous deed = North) a distance of 113.00 feet to another existing iron pipe at the southeast corner of Lot 9 of Block 2 of said “Oak-Ridge (Amended)”; thence along and with the south line of said Lot 9, South 89 degrees 44 minutes 56 seconds West a distance of 42.50 feet to an iron pin at the southwest corner of said Lot 9; thence departing the said south line and run along and with the west line of said Lot 9, North 00 degrees 57 minutes 10 seconds West a distance of 79.45 feet, (plat = 80.0 feet) to an existing iron pin at the northwest corner of said Lot 9, being on the south right-of-way of 30 foot wide Carver Road; thence along and with the north line of Lots 9-12 of Block 2 of “Oak-Ridge (Amended)” and the south right-of-way of Carver Road, North 89 degrees 46 minutes 18 seconds East a distance of 164.14 feet to another existing iron pin at the common northerly corner of Lots 12 and 13; thence along and with the westerly line of Lots 13-20 of Block 2 of “Oak-Ridge (Amended)” and the easterly right-of-way of said Carver Road, North 22 degrees 31 minutes 28 seconds East a distance of 311.22 feet to another existing iron pin at the northwest corner of Lot 20; thence departing said right-of-way along and with the southerly right-of-way of McField Road (plat = Lake Shore Drive) along and with the north line of Lots 20 and 29 of Block 2 of said “Oak-Ridge (Amended)”, South 84 degrees 36 minutes 17 seconds East a distance of 168.21 feet to an iron pin at the northeast corner of said Lot 29 and being on the west right-of-way of Osage Beach Parkway; thence departing the said north line and run along and with the said right-of-way of Osage Beach Parkway, South 22 degrees 45 minutes 02 seconds West a distance of 310.33 feet to an existing steel right-of-way monument 75 feet right of station 136+00; thence continue along said right-of-way, South 26 degrees 46 minutes 36 seconds West a distance of 198.31 feet, returning to the POINT OF BEGINNING.”

Said tract having area of 186,734 square feet, or 4.29 acres, more or less.

Subject to United States Highway No. 54, Osage Beach Parkway and to any other rights-of-way, easements or restrictions either of record or not.

The basis of bearings for this description is the Missouri State Plane Coordinate System.

Said description is created for the purposes of municipal zoning and not for real estate transactions.

END OF DESCRIPTION

“EXHIBIT D” CONDITIONS

Required Uses:

The development as illustrated in the submitted site development plan:

- 1) 146 condominium units and accessory uses and structures
- 2) Minimum 60 room hotel facility and accessory uses
- 3) Minimum 150-seat “sit down restaurant facility” as defined below. This facility can be located within the required hotel facility or a stand-alone restaurant facility.

Sit-down Restaurant: also known as full-service restaurants or colloquially as "table service" establishments, are food service facilities based on traditional dining experience where patrons are seated at a table and provided service by dedicated waitstaff. In these establishments, meals are typically ordered from a menu or even through online ordering for those preferring to enjoy the same quality at home. These dishes are served course by course and consumed in a relaxed setting, providing a more intimate and leisurely dining experience.

Construction of the hotel and restaurant facilities must be in conformance with all use requirements, parking requirements, and all other Building and Zoning Codes.

Other Permitted Uses within the C-1 Property:

Retail sales and service facilities, restaurant, convenience, and entertainment facilities as listed in the E-1, E-2, and E-3 Overlay Zones in Section 405 in the Osage Beach Municipal Code.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

The required uses, within the PUD District, must be permitted and under construction prior to any construction permits being issued for additional uses or facilities on remaining property within the PUD District.

Prohibited Uses:

- 1) Non sales tax producing uses
- 2) Non-profit institutions
- 3) Adult Entertainment or Book Store Establishments
- 4) Banks
- 5) Cellular or other towers which are not approved by the City (this restriction does not apply to tenants' communication devices)
- 6) Church
- 7) Medical Clinic, Urgent Care Clinic, Medical Offices and Dental Offices,
- 8) Hospital
- 9) Day Care Facility (This does not include a daycare facility located within the required Hotel

Facility that is for the use of the hotels staff and guests only)

- 10) Grocery Stores
- 11) Home Improvement and Hardware Stores
- 12) Laundromat
- 13) Manufacturing or assembly use
- 14) Pawn shop
- 15) Title loan, check cashing or pay-day loan services
- 16) Storage Facilities
- 17) Auto, Boat, and Similar sales, rental, and service facilities
- 18) Auto Parts Supply Stores
- 19) Fitness Clubs/ Gyms
- 20) Tattoo and Piercing Shops
- 21) Car Wash Facilities

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Osage Beach Parkway with possible secondary access off McField Road. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and C-1b (Commercial Lodging) zones.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified

in the City of Osage Beach Subdivision Code.