



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
Email: www.osagebeach.org

NOTICE OF OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
May 5, 2011 – 6:30 P.M.
CITY HALL

******* Note: Make sure that your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

- This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

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

- Minutes of 04/14/11 and 04/21/11 (Page 01)
- Bills (Page 10)
- Liquor Licenses:
 - New:** (Page 21)
 - 1. Biggy's (formerly Michael's 939)
 - 2. Kaiser Kountry
 - Renewals:** (Page 23)
 - 1. Applebee's Neighborhood Grill & Bar
 - 2. Bandana's BBQ
 - 3. Biggy's (renewal for 2012)
 - 4. Bridgeview Marina

5. Chicago Brothers Pizza & Pub
6. Chili's Grill & Bar
7. Culpeepers Cattle Company
8. Domenico's Italian Restaurant
9. Fitz Fishing & Tackle
10. Formula Boats of Missouri
11. Happy Fisherman
12. Hookers Bar & Grille
13. J Bruner's Restaurant
14. Jiffy Stop Food Marts
15. Mexicali Blues
16. Miner Mike's, Inc.
17. Molotoft Cocktails Bar & Grill
18. Murphy Oil USA, Inc
19. Pars and Cigars, Inc.
20. Paul's Supermarket Inc.
21. Pizza Hut
22. Poop Deck
23. Topsider
24. Vista Grande, Inc.
25. Walgreens #1142
26. Wal-Mart Supercenter #815
27. WFO Waverunner

UNFINISHED BUSINESS

- A. Bill No. 11-20. Authorize Mayor to Execute Agreement with the Osage Beach Fire Protection District. First and Second Readings (Page 50)
- B. Bill No.11-26. Authorizes the Issuance of Notes as Provided in the Dierbergs Osage Beach Tax Increment Financing Agreement. First and Second Readings. (Page 56)

NEW BUSINESS

- A. Public Hearing. Rezoning Case No. 357. Request to Rezone Property from A-1 (Agriculture) and C-1 (General Commercial) to R-3 (Multi-family Residential) and R-1a (Single family Residential). (Page 120)
- B. Public Hearing. Lazy Days Condominium Homeowners Association Voluntary Annexation (Page 130)
- C. Bill No.11-28. 2011 Budget Amendment for Highway 54/Osage Beach Parkway Road Improvements. First and Second Readings (Page 134)
- D. Bill No. 11-29. Zoning Map Amendment. Rezoning Case No. 357. Terry Ross. First Reading (Page 136)
- E. Bill No.11-30. Establishing a Regulatory Stop Sign at the Intersection of Laguna Beach and Sycamore Valley Drive. First and Second Readings (Page 139)
- F. Bill No. 11-31. Establishing and Removing Stop Signs at Various Locations. First and Second Readings (Page 143)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

UNAPPROVED
MINUTES OF THE SPECIAL MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI

April 14, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, met for a special meeting on Thursday, April 14, 2011, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman David Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Ron Schmitt and Alderman Kevin Rucker. Others present were City Administrator Nancy Viselli, City Attorney Ed Rucker, City Engineer Nick Edelman, Assistant City Administrator Jeana Albertson, Police Chief Dave Severson, City Treasurer Karri Bell, Building Official Ron White, Airport Manager Budd Hyde, Park and Recreation Manager Brian Willey, IT Manager Jim Davis, HR Generalist Cindy Leigh, Public Works Supervisor Rick King, and City Clerk Diann Warner.

First Quarter Budget Review.

The financial statements for the first quarter of 2011 have been received and the general fund shows an increase in revenues due to back payments made by AT&T for rental on the Passover Water Tower which payments total \$75,146.94 according to City Administrator Nancy Viselli.

Revenues for the first quarter show 25% generated however revenues come in throughout the year and currently business licenses are due. Upon a question by Alderman Rucker about personnel being more than 25% for the first quarter, City Administrator Viselli responded that it is due to an extra pay period during that time. Even though there are no personnel costs associated with emergency management, there are expenses. The Police Chief is in charge of emergency management since the individual who previously held that position left employment with the City.

An explanation was given for water, sewer and combined funds for water and sewer. City Treasurer Karri Bell explained that they are combined due to SRF. Discussion followed on the timing of the grant for the fencing project at Lee C. Fine Airport. The City funded part of the fencing project at Lee C. Fine Airport due to the timing of the grant and cash flow. Funds may be repaid to general fund if the Board desires at the end of the year. Alderman Rucker said he would like to discuss the transfer during the third quarterly review.

Alderman Kahrs questioned whether Officer Page's position would be filled. City Administrator Nancy Viselli said it would be evaluated after thirty days during which time Officer Page could be reinstated. Alderman Kahrs suggested the duties be handled internally without filling the position if possible.

Alderman Rucker expressed his concern for the economy and the effect of the expressway on local businesses. Mayor Lyons said that an Auto Zone and Golden Corral will be constructed and several new stores at the mall have opened, plus Evergreen opened April 1st.

Mayor Lyons said that employee wages were frozen for 2011 and she is not comfortable with bringing increases back at this time with the fluctuation in sales tax receipts. She would like to reexamine the idea in three months.

Alderman Gasper stated that internet sales have hurt many businesses and attributed to the decline in sales tax receipts.

It was announced that a Ross' Dress for Less and a Joanne Fabrics are two new businesses locating

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in Prewitt's Point. Discussion followed on the deficiency in generating the amount of revenue that was proposed for Prewitt's Point and that for payment of the 2006 TIF bonds, the second reserve fund had to be used. Miller County is reassessing the entire Prewitt's Point Shopping Center and it has hurt revenue for the Prewitt Point TIF.

Alderman Kahrs questioned whether the fields at the park had been evaluated. Brian Willey, Park Manager, said there were companies who gave quotes, and Sure Cut, the company that has the contract for the grounds maintenance at City Hall gave a bid of \$4,400. He said there was an application put on the fields on April 1.

Discussion followed on the construction progress for the expressway on the west side. Traffic on Laguna Beach is being detoured and City Engineer Nick Edelman had been told that the project is on target. The fourth ramp for Nichols Road was discussed. Mr. Edelman said he has not received the final contract for this project, however, MoDOT will contribute 50% of the cost and the Osage Beach Special Road District will contribute \$100,000 towards the project. He anticipates having the final contract on Monday.

City Administrator Nancy Viselli announced that a public forum will be held May 12 and input on a no smoking ban will be taken.

There being no further business to come before the Board of Aldermen, the meeting adjourned at 7:00 p.m.

Diann Warner, City Clerk

Penny Lyons, Mayor

UNAPPROVED

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

April 21, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, April 21, 2011, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Dave Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. Alderman Lois Farmer was absent. City Clerk Diann Warner was present and performed the duties of that office.

Mayor's Communications. Mayor Lyons announced that the agenda has been revised because Alderman Farmer is out of town for her husband's surgery and she wanted to be able to vote on Bill 11-20 and Bill 11-26. These items will be placed on the May 5, 2011 agenda for the Board to consider.

Mayor Lyons issued proclamations for Local Government Week May 1-7 and May 15-21 as National Public Works Week.

Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Rucker moved to approve the consent agenda which includes minutes of the regular meeting held on April 7, 2011, the bill list as submitted and liquor licenses to Formula Boats of Missouri, Molotoft Cocktails Bar and Grill, and a caterers license to Seven Springs Winery. Alderman Schmitt seconded the motion which was voted on and passed.

Unfinished Business. None.

New Business.

Certification of Election Results. The Certification of Elections results were presented by City Clerk Diann Warner as follows:

| | |
|---------------|----|
| Ron Schmitt | 57 |
| Steve Kahrs | 98 |
| John Olivarri | 45 |

Alderman Rucker moved to accept the Certification of Election Results. Alderman Gasper seconded the motion which was voted on and passed.

Oath of Office. City Clerk Warner presented oaths of office to Alderman Ward 1, Ron Schmitt; Alderman Ward 2, Steve Kahrs; and Alderman Ward 3, John Olivarri.

Election of President of the Board of Aldermen. Alderman Schmitt moved to elect Alderman Kahrs as President of the Board of Aldermen. Alderman Gasper seconded the motion which was voted on and passed.

Appointment of Board Members to Boards and Commissions.

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Rucker moved that the current Board representatives continue to serve as follows:

Alderman Gasper on the Planning Commission; Alderman Kahrs on the Liquor Control Board; Alderman Schmitt on the Joint Sewer Board; Alderman Olivarri on the TIF Commission. Alderman Kahrs seconded the motion which was voted on and passed.

Resolution 2011-03. Resolution Concerning Annexation of Property. Lazy Days Condominiums

Mayor Lyons presented Resolution 2011-03 concerning annexation of Lazy Days Condominiums.

Resolution 2011-03 establishes a date of May 5, 2011 for a public hearing for the above mentioned property.

Alderman Kahrs moved to approve Resolution 2011-03 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Bill No. 11-14. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, PROJECT NUMBER 11-045A-1 TO CONDUCT AN ENVIRONMENTAL ASSESSMENT, PHASE 1 ENVIRONMENTAL SITE ASSESSMENT AND BOUNDARY SURVEY AT THE GRAND GLAIZE OSAGE BEACH AIRPORT.

City Engineer Nick Edelman explained the agreement for State Block Grants funds for the environmental assessment services for Grand Glaize Airport.

Mayor Lyons presented the first reading of Bill No. 11-14 by title only. It was noted that Bill No. 11-14 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 11-14 as presented. Alderman Gasper seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 11-14 by title only.

Alderman Kahrs moved to approve the second and final reading of Bill No. 11-14 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-14 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Schmitt, Alderman Olivarri, Alderman Kahrs, Alderman Rucker. "Nays": None. "Absent": Alderman Farmer. Bill No. 11-14 was passed and approved as Ordinance No. 11.14.

Bill No. 11-21. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 10.75 ADOPTING THE 2011 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

UNAPPROVED

City Engineer Nick Edelman explained that Bill No. 11-21 is for additional work required on the water side of the Connecting Sewer Contract. The increase is for items that are 100% reimbursable by MoDOT. This will increase the amount in MoDOT Mandated Projects to \$272,548.

The Engineering Department recommended approval of Bill No. 11-21.

Mayor Lyons presented the first reading of Bill No. 11-21 by title only. It was noted that Bill No. 11-21 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-21 as presented. Alderman Kahrs seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 11-21 by title only.

Alderman Kahrs moved to approve the second and final reading of Bill No. 11-21 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-21 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Kahrs, Alderman Rucker, Alderman Gasper. "Nays": None. "Absent": Alderman Farmer. Bill No. 11-21 was passed and approved as Ordinance No. 11.21.

Bill No. 11-22. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF OSAGE BEACH, MISSOURI.

No written comments were received within the fourteen day period following the public hearing to annex MoDOT right of way along the expressway, therefore, the Board may adopt Bill No. 11-22 annexing the MoDOT right of way.

Mayor Lyons presented the first reading of Bill No. 11-22 by title only. It was noted that Bill No. 11-22 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-22 as presented. Alderman Gasper seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 11-22 by title only.

Alderman Olivarri moved to approve the second and final reading of Bill No. 11-22 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-22 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Kahrs, Alderman Rucker, Alderman Gasper, Alderman Schmitt. "Nays": None. "Absent": Alderman Farmer. Bill No. 11-22 was passed and approved as Ordinance No. 11.22.

Bill No. 11-23. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, DELETING ELECTRICALLY OPERATED TRAFFIC SIGNALS FROM SCHEDULE VII. ELECTRIC SIGNALS.

UNAPPROVED

City Engineer Nick Edelman explained when the Highway 54 Expressway project was opened on the east side of town, the “Old Highway 54” was renamed to Osage Beach Parkway. The following traffic signals need to be removed:

- Hwy 54 at Barry Prewitt Memorial Drive
- Hwy 54 at Factory Outlet Village
- Hwy 54 at High Pointe Center
- Hwy 54 at Highway 42
- Hwy 54 at Home Depot
- Hwy 54 at Wal-Mart
- Hwy 54 at Passover

The Engineering Department recommended approval of Bill No. 11-23.

Mayor Lyons presented the first reading of Bill No. 11-23 by title only. It was noted that Bill No. 11-23 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-23 as presented. Alderman Gasper seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 11-23 by title only.

Alderman Kahrs moved to approve the second and final reading of Bill No. 11-23 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-23 and to pass same into Ordinance: “Ayes”: Alderman Kahrs, Alderman Rucker, Alderman Gasper, Alderman Schmitt, Alderman Olivarri. “Nays”: None. “Absent”: Alderman Farmer. Bill No. 11-23 was passed and approved as Ordinance No. 11.23.

Bill No. 11-24. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF ELECTRICALLY OPERATED TRAFFIC SIGNALS AS INDICATED HEREIN.

City Engineer Nick Edelman explained that the following traffic signals need to be established:

- Osage Beach Parkway at Barry Prewitt Memorial Drive
- Osage Beach Parkway at Factory Outlet Village
- Osage Beach Parkway at High Pointe Center
- Osage Beach Parkway at Wal-Mart
- Osage Beach Parkway at Passover Road

The Engineering Department recommended approval of Bill No. 11-24.

Mayor Lyons presented the first reading of Bill No. 11-24 by title only. It was noted that Bill No. 11-24 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill No. 11-24 as presented. Alderman Gasper seconded the motion which was voted on and passed.

UNAPPROVED

Mayor Lyons presented the second and final reading of Bill No. 11-24 by title only.

Alderman Kahrs moved to approve the second and final reading of Bill No. 11-24 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-24 and to pass same into Ordinance: “Ayes”: Alderman Rucker, Alderman Gasper, Alderman Schmitt, Alderman Olivarri, Alderman Kahrs. “Nays”: None. “Absent”: Alderman Farmer. Bill No. 11-24 was passed and approved as Ordinance No. 11.24.

Bill No. 11-25. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF A STOP SIGN AT HIGHWAY 54 AND KEY LARGO ROAD AS INDICATED HEREIN.

Mayor Lyons presented the first reading of Bill No. 11-25 by title only. It was noted that Bill No. 11-25 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-25 as presented. Alderman Gasper seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 11-25 by title only.

Alderman Kahrs moved to approve the second and final reading of Bill No. 11-25 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-25 and to pass same into Ordinance: “Ayes”: Alderman Gasper, Alderman Schmitt, Alderman Olivarri, Alderman Kahrs, Alderman Rucker. “Nays”: None. “Absent”: Alderman Farmer. Bill No. 11-25 was passed and approved as Ordinance No. 11.25.

Bill No. 11-27. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT FOR THE CONSTRUCTION OF A ROUTE 54 EASTBOUND ON-RAMP FROM NICHOLS ROAD.

City Engineer Nick Edelman explained that the City has been working on the Nichols Road – Highway 54 Interchange with the Missouri Department of Transportation and they have agreed to cost share the project with the City.

If this agreement is approved, a budget amendment will be required. There are funds available in the Hatchery Road (self-restricted) fund in the amount of \$544,320. This project will not be under construction this year. The City’s share for the construction will not exceed \$295,456, of which the Osage Beach Special Road District is contributing \$100,000. According to City Engineer Nick Edelman, if the cost of the signal is higher than estimated, MoDOT will pay the difference in cost.

Mayor Lyons presented the first reading of Bill No. 11-27 by title only. It was noted that Bill No. 11-27 has been available for public review.

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Alderman Gasper moved to approve the first reading of Bill No. 11-27 as presented. Alderman Olivarri seconded the motion which was voted on and passed with Alderman Schmitt abstaining because he serves on the Osage Beach Special Road District.

Mayor Lyons presented the second and final reading of Bill No. 11-27 by title only.

Alderman Olivarri moved to approve the second and final reading of Bill No. 11-27 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-27 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Kahrs, Alderman Rucker, Alderman Gasper. "Nays": None. "Absent": Alderman Farmer. "Abstain": Alderman Schmitt. Bill No. 11-27 was passed and approved as Ordinance No. 11.27.

Authorize Mayor to Execute Renewal Contract. Renewal Contract with Vaisala for Maintenance of Localizer at the Lee C. Fine Airport.

Airport Manager Budd Hyde explained that this is a FAA mandated maintenance service agreement for the airport Localizer instrument approach system at the Lee C. Fine Airport. This service has been provided to the City of Osage Beach since 1999 with one rate increase. There is a rate increase for the upcoming year for this service. The company is based in Lenexa, KS and maintains over 60 airport instrument approach systems nationwide. They will perform the FAA required monthly inspections and attend all FAA facility visits and scheduled FAA flight checks at a cost of \$2450.00 per quarter. The rates have been researched and found to be competitive with other vendors nationwide. This item is budgeted annually in account #45-00-733000 although the \$200.00 increase was not known at time of budgeting. Airport Manager recommends approval of this contract.

Alderman Olivarri moved to authorize Mayor Lyons to execute the renewal contract with Vaisala for maintenance of the localizer at the Lee C. Fine Airport. Alderman Schmitt seconded the motion which was voted on and passed.

Approve Terms of Contract for Grounds Sublease at Lee C. Fine Airport.

Airport Manager Budd Hyde explained that this contract has been a work in progress for the last several years and with the help of the City Attorney and staff at DNR, a contract has been developed that will work for all parties involved. Both City Attorney Rucker and DNR have read and agreed with the language of the proposed contract. Airport Manager recommended approval. Airport Manager Budd Hyde said there are more names on the tenant list than the City has land to lease and there are three large spaces and three small spaces to lease.

Alderman Olivarri moved to approve the terms of the contract for grounds subleasing at the Lee C. Fine Airport. Alderman Schmitt seconded the motion which was voted on and passed.

Communications from Board Members.

Alderman Gasper. Dave Gasper reported that the fields look nice at the park.

Alderman Schmitt. Ron Schmitt announced that had he known he could not abstain on a motion at

UNAPPROVED

the last meeting, his vote would have been no. Alderman Schmitt reported on some historical facts.

Staff Communications.

City Engineer. Nick Edelman reported that he made a presentation on the Osage Beach Master Plan at the MWEA Conference at Tan-Tar-A. He also gave a presentation on the expressway as it relates to law enforcement issues and annexations to the Jefferson City Chapter of Professional Engineers.

Airport Manager. Budd Hyde reported that the new wind sock is installed and operating. He reported that the FAA declined to take over maintenance of the localizer at the Lee C. Fine Airport and they are returning the City's money.

Executive Session. Alderman Kahrs moved to close the meeting pursuant to RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys; RSMo. Section 610.021(2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore and RSMo. Section 610.021(3), Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the close the meeting: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Kahrs, Alderman Rucker, Alderman Gasper. "Nays": None. "Absent": Alderman Farmer. The meeting was therefore closed.

CLOSED SESSION

Alderman Kahrs moved to open the meeting. Alderman Olivarri seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Olivarri, Alderman Kahrs, Alderman Rucker, Alderman Gasper, Alderman Schmitt. "Nays": None. "Absent": Alderman Farmer. The meeting was therefore opened.

No announcements were made following closed session.

There being no further business to come before the Board, the meeting adjourned at 7:20 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on April 21, 2011.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
May 5, 2011**

| | |
|---|----------------------------|
| Bills Paid Prior to Board Meeting | 70,417.08 |
| Payroll Paid Prior to Board Meeting | 125,594.48 |
| SRF Transfer Prior to Board Meeting | 218,373.41 |
| TIF Transfer Prior to Board Meeting | 150,836.00 |
| TIF Pilots Transfer Prior to Board Meeting | 0.00 |
| Bills Pending Board Approval | 535,607.10 |
| Total Expenses | <u>1,100,828.07</u> |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | 000011 | AMOUNT | | | |
|--------------------|--------------|---|---------------------------|--------------|---|----------------|--|-------|
| NON-DEPARTMENTAL | General Fund | FAMILY SUPPORT PAYMENT CENTER MO DEPT OF REVENUE INTERNAL REVENUE SERVICE ICMA | Case# 26v050500201 | | 344.31 | | | |
| | | | State Withholding | | 3,957.00 | | | |
| | | | Fed WH | | 12,024.87 | | | |
| | | | FICA | | 5,013.09 | | | |
| | | | Medicare | | 1,730.76 | | | |
| | | | Retirement 457 & | | 827.50 | | | |
| | | | Retirement 457 | | 1,706.00 | | | |
| | | | Loan Repayments | | 894.66 | | | |
| | | | Loan Repayments | | 950.50 | | | |
| | | | 401 Loan Payment | | 292.34 | | | |
| | | | 401 Loan Payment | | 427.56 | | | |
| | | | Loan Repayments | | 225.63 | | | |
| | | | Loan Repayments | | 113.61 | | | |
| | | | Retirement Roth IRA | | 235.00 | | | |
| | | | TOTAL: | | 28,742.83 | | | |
| | | | Mayor & Board | General Fund | HY-VEE FOOD & DRUG STORES INC INTERNAL REVENUE SERVICE ICMA | WILCOX BABY | | 50.00 |
| | | | | | | SHEELY SERVICE | | 48.93 |
| RUCKER SERVICE | | 63.50 | | | | | | |
| PLANT TRINA | | 41.32 | | | | | | |
| FICA | | 231.98 | | | | | | |
| Medicare | | 54.25 | | | | | | |
| Retirement 401 | | 169.00 | | | | | | |
| TOTAL: | | 658.98 | | | | | | |
| Collector | General Fund | INTERNAL REVENUE SERVICE | | | | FICA | | 6.20 |
| | | | | | | Medicare | | 1.45 |
| | | | TOTAL: | | 7.65 | | | |
| City Administrator | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 404.35 | | | |
| | | | Medicare | | 94.56 | | | |
| | | | Retirement 401 | | 402.53 | | | |
| | | | TOTAL: | | 901.44 | | | |
| City Clerk | General Fund | MOCCFOA-GAYLE CONRAD INTERNAL REVENUE SERVICE ICMA | ANNUAL DUES | | 40.00 | | | |
| | | | FICA | | 418.60 | | | |
| | | | Medicare | | 97.90 | | | |
| | | | Retirement 401 | | 401.33 | | | |
| TOTAL: | | 957.83 | | | | | | |
| City Treasurer | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 441.75 | | | |
| | | | Medicare | | 103.32 | | | |
| | | | Retirement 401 | | 448.19 | | | |
| | | | TOTAL: | | 993.26 | | | |
| Municipal Court | General Fund | INTERNAL REVENUE SERVICE ICMA MO STATE UNIVERSITY | FICA | | 93.10 | | | |
| | | | Medicare | | 21.77 | | | |
| | | | Retirement 401 | | 92.76 | | | |
| | | | H EIDSON & D URLICKS CONF | | 400.00 | | | |
| | | | TOTAL: | | 607.63 | | | |
| City Attorney | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 272.58 | | | |
| | | | Medicare | | 63.75 | | | |
| | | | Retirement 401 | | 263.79 | | | |
| TOTAL: | | 600.12 | | | | | | |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | 000012 | AMOUNT |
|------------------------|----------------|---|----------------------------|----------------|-----------------|
| Building Inspection | General Fund | INTERNAL REVENUE SERVICE | FICA | | 367.11 |
| | | | Medicare | | 85.86 |
| | | | ICMA | Retirement 401 | <u>363.20</u> |
| | | | TOTAL: | | 816.17 |
| | | | | | |
| Building Maintenance | General Fund | AMEREN MISSOURI AT & T/CITY HALL | CITY HALL ELECTRIC SERVICE | | 2,693.69 |
| | | | CITY HALL PHONE SERVICE | | <u>1,571.48</u> |
| | | | TOTAL: | | 4,265.17 |
| Parks | General Fund | AMEREN MISSOURI INTERNAL REVENUE SERVICE ICMA | LOWER DIAMOND LITES | | 9.33 |
| | | | BALL DIAMONDS CONS STAND | | 95.42 |
| | | | 42 HWY BALL PK LTS | | 16.90 |
| | | | FICA | | 257.70 |
| | | | Medicare | | 60.27 |
| | | | ICMA | Retirement 401 | <u>227.65</u> |
| | | | TOTAL: | | 667.27 |
| Human Resources | General Fund | INTERNAL REVENUE SERVICE LEIGH, CINDY ICMA | FICA | | 110.00 |
| | | | Medicare | | 25.73 |
| | | | MPR RENEWAL REPORT TRAVEL | | 217.48 |
| | | | ICMA | Retirement 401 | <u>113.98</u> |
| | | | TOTAL: | | 467.19 |
| Overhead | General Fund | HY-VEE FOOD & DRUG STORES INC | WORMAN'S COMPENSATION | | 18.00 |
| | | | WORMAN'S COMPENSATION | | <u>45.99</u> |
| | | | TOTAL: | | 63.99 |
| Police | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 2,836.52 |
| | | | Medicare | | 663.41 |
| | | | ICMA | Retirement 401 | <u>2,821.65</u> |
| | | | TOTAL: | | 6,321.58 |
| 911 Center | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 818.72 |
| | | | Medicare | | 191.48 |
| | | | ICMA | Retirement 401 | <u>823.39</u> |
| | | | TOTAL: | | 1,833.59 |
| Planning | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 268.30 |
| | | | Medicare | | 62.75 |
| | | | ICMA | Retirement 401 | <u>261.61</u> |
| | | | TOTAL: | | 592.66 |
| Engineering | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 583.10 |
| | | | Medicare | | 136.37 |
| | | | ICMA | Retirement 401 | <u>435.88</u> |
| | | | TOTAL: | | 1,155.35 |
| Information Technology | General Fund | INTERNAL REVENUE SERVICE ICMA | FICA | | 290.29 |
| | | | Medicare | | 67.89 |
| | | | ICMA | Retirement 401 | <u>283.06</u> |
| | | | TOTAL: | | 641.24 |
| NON-DEPARTMENTAL | Transportation | MO DEPT OF REVENUE INTERNAL REVENUE SERVICE | State Withholding | | 326.85 |
| | | | Fed WH | | 1,083.14 |
| | | | FICA | | 453.02 |
| | | | Medicare | | 156.41 |

000013

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------------|----------------|---------------------------------|-----------------------------|----------|
| | | ICMA | Retirement 457 | 50.00 |
| | | | Loan Repayments | 34.92 |
| | | | TOTAL: | 2,104.34 |
| Transportation | Transportation | AMEREN MISSOURI | KK DR LTG PALISADES COMMON | 80.48 |
| | | | 680 PASSOVER RD LIGHTING C | 92.56 |
| | | INTERNAL REVENUE SERVICE | FICA | 668.76 |
| | | | Medicare | 156.42 |
| | | ICMA | Retirement 401 | 665.42 |
| | | CAMDEN COUNTY RECORDER OF DEEDS | COVE RD (ALDY) | 27.00 |
| | | | WINN RD (ROBINSON, KAPILAN) | 59.00 |
| | | | TOTAL: | 1,749.64 |
| NON-DEPARTMENTAL | Water Fund | MO DEPT OF REVENUE | State Withholding | 144.02 |
| | | INTERNAL REVENUE SERVICE | Fed WH | 425.68 |
| | | | FICA | 213.44 |
| | | | Medicare | 73.69 |
| | | ICMA | Retirement 457 | 25.00 |
| | | | Loan Repayments | 16.89 |
| | | | Loan Repayments | 22.97 |
| | | | 401 Loan Payment | 64.32 |
| | | | 401 Loan Payment | 75.98 |
| | | | Loan Repayments | 68.06 |
| | | | TOTAL: | 1,130.05 |
| Water | Water Fund | AMEREN MISSOURI | COLUMBIA COLLEGE WELL | 1,905.67 |
| | | AMEREN MISSOURI | PARKVIEW WELL | 392.16 |
| | | | BLUFF RD WATER TOWER | 572.60 |
| | | | COLLEGE WELL BEHIND CHURCH | 115.48 |
| | | | HOLIDAY SHORES WELL | 13.66 |
| | | | COLUMBIA COLLEGE TOWER | 33.04 |
| | | RICHARDS, RON | MILEAGE REIMB 04/6-04/12/1 | 41.62 |
| | | INTERNAL REVENUE SERVICE | FICA | 315.09 |
| | | | Medicare | 73.68 |
| | | ICMA | Retirement 401 | 323.07 |
| | | RUBLE, JUSTIN | MILEAGE REIMB 04/13-04/19/ | 52.02 |
| | | | TOTAL: | 3,838.09 |
| NON-DEPARTMENTAL | Sewer Fund | MO DEPT OF REVENUE | State Withholding | 348.13 |
| | | INTERNAL REVENUE SERVICE | Fed WH | 1,129.09 |
| | | | FICA | 487.48 |
| | | | Medicare | 168.29 |
| | | ICMA | Retirement 457 | 45.00 |
| | | | Loan Repayments | 149.90 |
| | | | Loan Repayments | 56.78 |
| | | | 401 Loan Payment | 108.67 |
| | | CAMDEN COURT | Case #07CM-AC00640 | 99.82 |
| | | | Case No. 10CM-AC00321 | 158.25 |
| | | | TOTAL: | 2,751.41 |
| Sewer | Sewer Fund | AMEREN MISSOURI | 835 E 42 HWY LIFT STATION | 14.02 |
| | | | 5304 BROADWATER BAY | 10.36 |
| | | | 1003 BLUFF GRINDER PUMP | 10.28 |
| | | | 4019 HWY 54 GRINDER PUMP | 9.70 |
| | | | 3797 54 HWY PUMP | 14.68 |
| | | | PASSOVER RD LIFT STATION | 198.77 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | 000014 | AMOUNT |
|----------------------|--------------------|---------------------------|----------------------------|--------|----------|
| | | | 3889 OSAGE BEACH PKWY GP | | 9.47 |
| | | | PRAIRIE HOLLOW RD LIFT STA | | 14.68 |
| | | | 749 42 HWY LIFT STATION | | 9.33 |
| | | | 800 42 HWY LIFT STATION | | 9.47 |
| | | INTERNAL REVENUE SERVICE | FICA | | 719.60 |
| | | | Medicare | | 168.29 |
| | | OWENS, BRIAN | MILEAGE REIMB 04/6-04/12/1 | | 10.81 |
| | | ICMA | Retirement 401 | | 728.60 |
| | | MCELROY, SHAWN | MILEAGE REIMB 04/6-04/12/1 | | 106.08 |
| | | | MILEAGE REIMB 04/13-04/19/ | | 42.43 |
| | | PEDROLA, TOM | MILEAGE REIMB 04/6-04/12/1 | | 15.40 |
| | | | MILEAGE REIMB 04/13-04/19/ | | 138.62 |
| | | DOLLISON, JOE | MILEAGE REIMB 04/6-04/12/1 | | 7.65 |
| | | | TOTAL: | | 2,238.24 |
| NON-DEPARTMENTAL | Ambulance Fund | MO DEPT OF REVENUE | State Withholding | | 340.00 |
| | | INTERNAL REVENUE SERVICE | Fed WH | | 1,154.58 |
| | | | FICA | | 441.73 |
| | | | Medicare | | 152.50 |
| | | | TOTAL: | | 2,088.81 |
| Ambulance | Ambulance Fund | INTERNAL REVENUE SERVICE | FICA | | 652.06 |
| | | | Medicare | | 152.50 |
| | | ICMA | Retirement 401 | | 522.53 |
| | | | TOTAL: | | 1,327.09 |
| NON-DEPARTMENTAL | Lee C. Fine Airpor | MO DEPT OF REVENUE | State Withholding | | 122.80 |
| | | INTERNAL REVENUE SERVICE | Fed WH | | 428.09 |
| | | | FICA | | 190.05 |
| | | | Medicare | | 65.60 |
| | | ICMA | Retirment 457 & | | 112.30 |
| | | | Loan Repayments | | 16.89 |
| | | | TOTAL: | | 935.73 |
| Lee C. Fine Airport | Lee C. Fine Airpor | MO AIRPORT MANAGERS | MO AIRPORT MANAGERS ASSC 2 | | 20.00 |
| | | INTERNAL REVENUE SERVICE | FICA | | 280.54 |
| | | | Medicare | | 65.60 |
| | | ICMA | Retirement 401 | | 265.50 |
| | | | TOTAL: | | 631.64 |
| NON-DEPARTMENTAL | Grand Glaize Airpo | MO DEPT OF REVENUE | State Withholding | | 97.20 |
| | | INTERNAL REVENUE SERVICE | Fed WH | | 323.06 |
| | | | FICA | | 169.08 |
| | | | Medicare | | 58.39 |
| | | ICMA | Retirment 457 & | | 74.86 |
| | | | TOTAL: | | 722.59 |
| Grand Glaize Airport | Grand Glaize Airpo | INTERNAL REVENUE SERVICE | FICA | | 249.61 |
| | | | Medicare | | 58.39 |
| | | ICMA | Retirement 401 | | 247.50 |
| | | MO STATE AVIATION COUNCIL | 2011 MEMBERSHIP | | 50.00 |
| | | | TOTAL: | | 605.50 |

000015

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

| ----- FUND TOTALS ----- | | | | |
|-------------------------|---------------------------|--|--|-----------|
| 10 | General Fund | | | 50,293.95 |
| 20 | Transportation | | | 3,853.98 |
| 30 | Water Fund | | | 4,968.14 |
| 35 | Sewer Fund | | | 4,989.65 |
| 40 | Ambulance Fund | | | 3,415.90 |
| 45 | Lee C. Fine Airport Fund | | | 1,567.37 |
| 47 | Grand Glaize Airport Fund | | | 1,328.09 |
| ----- | | | | |
| | GRAND TOTAL: | | | 70,417.08 |
| ----- | | | | |

TOTAL PAGES: 5

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | 000016 | AMOUNT |
|----------------------|--------------|-------------------------------------|----------------------------|--------|-----------|
| City Administrator | General Fund | STAPLES ADVANTAGE | PENS, DRYLINE TAPE, TABLET | | 35.03 |
| | | | TOTAL: | | 35.03 |
| City Clerk | General Fund | NATIONAL BAND & TAG CO | DOG TAGS | | 47.35 |
| | | | TOTAL: | | 47.35 |
| Building Inspection | General Fund | QUILL | EXPAN FILE JACKETS | | 42.29 |
| | | | EXPAN FILE JACKETS LEGAL | | 42.29 |
| | | FLEET ONE | BLDG DEPT FUEL | | 73.70 |
| | | | BLDG DEPT FUEL | | 108.47 |
| | | | TOTAL: | | 266.75 |
| Building Maintenance | General Fund | QUILL | BATTERIES | | 12.99 |
| | | EZARD'S ACE HARDWARE | FASTENERS | | 9.20 |
| | | GB MAINTENANCE SUPPLY | TOWELS | | 105.72 |
| | | PRAIRIEFIRE COFFEE & ROASTERS | COFFEE, HOT CHOCOLATE | | 228.90 |
| | | CMS COMMUNICATIONS, INC | NORSTAR PHONES, HANDSETS | | 280.00 |
| | | | NORSTAR PHONE | | 70.00 |
| | | GEO-ENTERPRISES, INC | REPLACE COMPRESSOR, CAPACI | | 1,025.75 |
| | | | TOTAL: | | 1,732.56 |
| Parks | General Fund | PURCELL TIRE CO | TIRE | | 29.95 |
| | | | TIRE REPAIR | | 10.70 |
| | | RAPID SIGNS | NO UNAUTHORIZED VEH SIGNS | | 65.00 |
| | | MEEKS BUILDING CENTER | HYDRANT, 3FT BURY | | 69.99 |
| | | | PLUG, COUPLING, NIPPLE, TA | | 8.66 |
| | | | ZINC HOSE SHUTOFF | | 4.49 |
| | | EZARD'S ACE HARDWARE | 80' EXTN CORD | | 45.99 |
| | | | FASTENERS | | 27.42 |
| | | FLEET ONE | PARKS FUEL | | 243.33 |
| | | | PARKS FUEL | | 179.31 |
| | | GB MAINTENANCE SUPPLY | PAPER TOWELS | | 26.11 |
| | | MOTOR HUT | BEARING, SPACER | | 10.25 |
| | | O'REILLY AUTO PARTS | PRESSURE WASHER | | 139.99 |
| | | | TIE DOWN | | 21.99 |
| | | | HITCH PIN | | 3.39 |
| | | | RIVETS | | 2.49 |
| | | | 2 CYCLE OIL | | 13.48 |
| | | | MOTOR OIL, BUNGEE CORD | | 5.78 |
| | | BUTLER SUPPLY CO | CABLE TIES | | 12.32 |
| | | NEVCO INC | MPCX BASEBALL CONTROL | | 306.55 |
| | | SAAB AUTO SALES AND LEASING INC DBA | BASES, PITCHR'S RUBBR, HM | | 1,678.50 |
| | | | TOTAL: | | 2,905.69 |
| Human Resources | General Fund | STAPLES ADVANTAGE | TAPE | | 21.99 |
| | | | TOTAL: | | 21.99 |
| Overhead | General Fund | WILLIAMS KEEPERS LLC | 12/31/2010 AUDIT PAYMENT # | | 16,000.00 |
| | | STAPLES ADVANTAGE | PAPER | | 146.05 |
| | | | TOTAL: | | 16,146.05 |
| Police | General Fund | BANKCARD CENTER 3770 | BROTHER DSMOBILE 600 | | 149.99 |
| | | | POSTAGE | | 8.25 |
| | | | POSTAGE | | 20.60 |
| | | | VEHICLE REGISTRATION | | 57.03 |
| | | | PRIORITY START PROMAX | | 91.44 |

000017

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------------------|--------------|-------------------------------------|----------------------------|-----------|
| | | ED ROEHR SAFETY PRODUCTS INC | ABA VEST ALTERATION | 200.00 |
| | | FLEET ONE | PUBLIC SAFETY FUEL | 1,116.45 |
| | | | PUBLIC SAFETY CAR WASH | 60.00 |
| | | | PUBLIC SAFETY FUEL | 1,317.07 |
| | | | PUBLIC SAFETY CAR WASH | 48.00 |
| | | MO POLICE CHIEFS ASSC | RESOURCE OFFICER CONF | 175.00 |
| | | O'REILLY AUTO PARTS | WIPER BLADE #22 | 15.18 |
| | | | WIPERS #25 | 37.98 |
| | | LARRY'S LAKESIDE AUTO REPAIR INC | CK BRAKES, MNT, BAL,DISPOS | 145.54 |
| | | | BATTERY | 101.61 |
| | | | FRONT BRAKE PAD #34 | 118.97 |
| | | | MNT, BAL, DISPOSE, OIL CHG | 95.54 |
| | | | MNT, BAL, DISPOSE #27 | 28.75 |
| | | | ROTATE TIRES, OIL CHG #20 | 54.04 |
| | | | ROTATE TIRES, OIL CHG #21 | 54.04 |
| | | | TIRE REPAIR | 10.00 |
| | | | CK COOLANT LEAK | 16.50 |
| | | MO SHERIFF'S ASSC & TRAINING | 2011 ERADICATION CONF | 100.00 |
| | | MO STATE AGENCY FOR SURPLUS | BOOKCASE, CASE, PENS | 61.00 |
| | | TURN KEY MOBILE INC | DESK CUP HOLDERS, USB CABL | 159.89 |
| | | DIGITAL ALLY | CAMERA REPAIR | 270.00 |
| | | | BELT CLPS, CASES, WIRELSS | 202.50 |
| | | STAPLES ADVANTAGE | COPY PAPER, KEYBRD, STAMP | 111.79 |
| | | LETSAC | LETSAC CONFERENCE A BENJAM | 150.00 |
| | | | LETSAC CONFERENCE J CHAPMA | 150.00 |
| | | | LETSAC CONFERENCE M HUTZLE | 150.00 |
| | | | LETSAC CONFERENCE B SALERN | 150.00 |
| | | | TOTAL: | 5,427.16 |
| 911 Center | General Fund | WIRELESS USA INC | MAY SERVICE | 225.00 |
| | | PRIORITY DISPATCH | ADVANCED EMD CERTIFICATION | 500.00 |
| | | | TOTAL: | 725.00 |
| Planning | General Fund | FLEET ONE | PLANNING FUEL | 94.70 |
| | | LAKE SUN LEADER 81525 & 1586450 | ANNEXATION PH 5/5/11 | 54.00 |
| | | | REZ CASE 357 | 63.00 |
| | | | TOTAL: | 211.70 |
| Engineering | General Fund | QUILL | PLASTIC COMB BINDING, POST | 57.57 |
| | | RP LUMBER INC | LANDSCAPE SPIKES | 59.99 |
| | | FLEET ONE | CITY ENG FUEL | 119.61 |
| | | DAY TIMERS INC | REFILL | 36.94 |
| | | HD SUPPLY WATERWORKS LTD | KRYLON QUIK-MARK PINK | 39.00 |
| | | BANKCARD CENTER 5106 | REBAR | 16.00 |
| | | | GRADE STAKES | 75.12 |
| | | ELLIS BATTERY SPECIALISTS LLC | BATTERIES | 125.00 |
| | | | TOTAL: | 529.23 |
| Information Technology | General Fund | ENVIRONMENTAL SYSTEMS RESEARCH INST | ARCOINFO, VIEW & GIS MAINT | 13,300.00 |
| | | TYLER TECHNOLOGIES | FORMS OVERLAY MAINT | 456.75 |
| | | DLT SOLUTIONS INC | AUTOCAD CIVIL 3D ANN SUPPO | 3,405.87 |
| | | MO STATE AGENCY FOR SURPLUS | FLAT SCREEN MONITORS | 275.00 |
| | | | DELL COMPUTERS | 675.00 |
| | | | TOTAL: | 18,112.62 |
| Emergency Management | General Fund | FLEET ONE | EMER MNGT FUEL | 41.45 |

000018

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|----------------------|----------------|-------------------------------------|----------------------------|------------|
| | | LARRY'S LAKESIDE AUTO REPAIR INC | OIL CHG, BATTERY #EM1 | 131.90 |
| | | | TOTAL: | 173.35 |
| Economic Development | General Fund | GILMORE & BELL | DIERBERGS TIF JAN | 14,325.05 |
| | | | DIERBERGS TIF FEB | 11,001.35 |
| | | PECKHAM GUYTON ALBERS & VIETS, INC | HIGH POINT TIF | 5,199.22 |
| | | | HIGH PT TIF COST BENEFIT | 1,669.04 |
| | | | TOTAL: | 32,194.66 |
| Transportation | Transportation | EZARD'S ACE HARDWARE | 36" PICKUP TOOLS | 35.98 |
| | | | UTILITY LIGHTER SURESTRT | 4.49 |
| | | | QUIKRETE | 5.49 |
| | | | CLEVIS FARM SCRW PINS 5/16 | 10.98 |
| | | FLEET ONE | TRANS FUEL | 561.32 |
| | | | TRANS FUEL | 696.78 |
| | | HDR INC | STREET LIGHTS KK-LAZY DAYS | 6,639.00 |
| | | MIDWEST ECONO SALES | 350 WASTE OIL HEATER SERVI | 154.72 |
| | | | 235 WASTE OIL HEATER SERVI | 170.89 |
| | | JACK'S MUNICIPAL SALE & SERVICE INC | MARINER LN SIGN | 27.01 |
| | | | BRACKETS | 38.61 |
| | | LAKE SUN LEADER 81525 & 1586450 | OZARK MEADOWS ROAD REPAIR | 279.00 |
| | | CONSOLIDATED ELECTRICAL DISTR, INC | FUSE HOLDERS | 304.92 |
| | | PRAIRIEFIRE COFFEE & ROASTERS | COOLER RENTAL | 35.00 |
| | | PRECISION AUTO & TIRE SERVICE LLC | OIL CHG #59 | 39.95 |
| | | APAC MO INC | OB10-015 ZEBRA RD CONNECTO | 160,844.04 |
| | | UNIFIRST CORPORATION | STREET DEPT UNIFORMS | 30.08 |
| | | | STREET DEPT FLOOR MATS | 5.17 |
| | | | STREET DEPT UNIFORMS | 30.08 |
| | | | STREET DEPT FLOOR MATS | 6.45 |
| | | | TOTAL: | 169,919.96 |
| Water | Water Fund | USA BLUE BOOK | OPERATOR'S COMPANIONS | 37.24 |
| | | EZARD'S ACE HARDWARE | BATTERY | 7.99 |
| | | | SUPPLIES | 12.29 |
| | | | PAINTBRUSH | 1.59 |
| | | FLEET ONE | WATER FUEL | 377.59 |
| | | | WATER FUEL | 227.11 |
| | | MIDWEST ECONO SALES | 350 WASTE OIL HEATER SERVI | 154.72 |
| | | | 235 WASTE OIL HEATER SERVI | 170.88 |
| | | GOEHRI, GEORGE | MAY PREMIUM | 77.69 |
| | | HACH CO | MAINT KIT | 141.95 |
| | | MO ONE CALL SYSTEM INC | LOCATES | 70.20 |
| | | SCHULTE SUPPLY INC | GAL REG FOR 5/8 PROREAD | 1,320.00 |
| | | KNAPHEIDE TRUCK INC | LIGHT MARKER RED | 5.00 |
| | | O'REILLY AUTO PARTS | SCREWDRIVER | 4.99 |
| | | | MOTOR OIL | 8.98 |
| | | BARNES MARINE INC | TRIMMER | 269.99 |
| | | | PULL ROPE | 13.00 |
| | | HD SUPPLY WATERWORKS LTD | VALVE BOX LIDS | 150.00 |
| | | | 1 1/4 PJCTS CPLG IPS PJ | 24.98 |
| | | | REBUILD KIT FOR #77 HYD | 20.87 |
| | | | METER YOKE | 584.50 |
| | | | 6 MJ 22-1/2 BEND CP DI C15 | 89.04- |
| | | PRECISION AUTO & TIRE SERVICE LLC | OIL CHG #69 | 38.95 |
| | | CMS COMMUNICATIONS, INC | NORSTAR PHONE | 100.00 |
| | | UNIFIRST CORPORATION | WATER DEPT UNIFORMS | 30.62 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------|------------|------------------------------------|----------------------------|-------------------|
| | | | | 000019 |
| | | | WATER DEPT FLOOR MATS | 5.18 |
| | | | WATER DEPT UNIFORMS | 20.93 |
| | | | WATER DEPT FLOOR MATS | 6.45 |
| | | HUTCHINS TELECOM LLC | CONNECTING WATER | 83,589.71 |
| | | LIQUI-SYSTEMS INC | PUMP S/N 09092835420-2 | <u>526.30</u> |
| | | | TOTAL: | 87,910.66 |
| Sewer | Sewer Fund | USA BLUE BOOK | OPERATOR'S COMPANIONS | 37.24 |
| | | VANDEVANTER ENGINEERING | FLOATS | 631.20 |
| | | QUILL | PENS, MARKERS, FOLDERS | 47.60 |
| | | MCDUFFEY LAB | E COLI & FECAL ANALYSIS | 75.00 |
| | | RIBACK SUPPLY CO | RECPS BLD GLD | 72.10 |
| | | | PVC, PURPLE PRIMER | 47.28 |
| | | EZARD'S ACE HARDWARE | WD-40 | 21.96 |
| | | | CONCRETE PATCH | 32.98 |
| | | | ROOF CMNT, GLOVES, SCRAPER | 10.57 |
| | | | HYDRAULIC CMNT | 5.99 |
| | | | DRILL BITS, FASTENERS | 20.54 |
| | | | FASTENERS | 19.12 |
| | | | ACE HYDRAULIC CMNT 5 LB | 23.96 |
| | | | HOSE, CLAMP, ADAPTRS | 30.77 |
| | | | YELLOW STRIPING PAINT | 19.47 |
| | | | PIPE WRENCH, GALV NIPPLE, | 33.97 |
| | | | NIPPLES, BUSHINGS, BALL VA | 76.56 |
| | | | CABLE TIES, TEFLON PASTE | 41.46 |
| | | RP LUMBER INC | SOLID CORE LUAN | 11.99 |
| | | | PLYWOOD | 24.99 |
| | | | COIL CHAIN | 119.99 |
| | | FLEET ONE | SEWER FUEL | 530.68 |
| | | | SEWER FUEL | 713.90 |
| | | MIDWEST BLOCK & BRICK | LIME | 32.35 |
| | | MIDWEST ECONO SALES | 350 WASTE OIL HEATER SERVI | 154.73 |
| | | | 235 WASTE OIL HEATER SERVI | 170.89 |
| | | MO ONE CALL SYSTEM INC | LOCATES | 70.20 |
| | | SIEMENS WATER TECH CORP | PH METER | 823.77 |
| | | | SCREEN WYE STRAINERS | 57.60 |
| | | TALLMAN COMPANY | PVC | 12.63 |
| | | O'REILLY AUTO PARTS | MOTOR OIL, TRANS FLUID | 60.86 |
| | | | BATTERY, SPRK PLGS, CARB C | 77.38 |
| | | | WHEEL CHOCK | 35.98 |
| | | | MOTOR OIL | 3.49 |
| | | | MOTOR OIL | 11.96 |
| | | CONSOLIDATED ELECTRICAL DISTR, INC | CONTACT PARTS KIT | 266.00 |
| | | | ALCU COMP SPLICES | 104.60 |
| | | BOWLING ELECTRIC MACHINE | RELAYS | 974.52 |
| | | HD SUPPLY WATERWORKS LTD | PVC PIPE | 74.80 |
| | | PRECISION AUTO & TIRE SERVICE LLC | OIL CHANGE #74 | 34.95 |
| | | | AUTO TRANSMISSION SERV #73 | 244.12 |
| | | | CK BRAKES, STATE INSP #75 | 47.00 |
| | | UNIFIRST CORPORATION | SEWER DEPT UNIFORMS | 41.02 |
| | | | SEWER DEPT FLOOR MATS | 5.18 |
| | | | SEWER DEPT UNIFORMS | 46.89 |
| | | | SEWER DEPT FLOOR MATS | 6.45 |
| | | HUTCHINS TELECOM LLC | CONNECTING SEWER | 68,336.68 |
| | | | OB 11-003 ROCKWAY LS LININ | <u>109,000.00</u> |
| | | | TOTAL: | 183,343.37 |

000020

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|----------------------|--------------------|----------------------|----------------------------|-----------|
| Ambulance | Ambulance Fund | FLEET ONE | AMB FUEL | 69.30 |
| | | | AMB FUEL | 81.99 |
| | | ALLMED | MEDICAL SUPPLIES | 85.18 |
| | | | UNIFORMS | 151.08 |
| | | STAPLES ADVANTAGE | TONER CARTRIDGE | 56.92 |
| | | STERICYCLE INC | MONTHLY FEE | 22.27 |
| | | | TOTAL: | 466.74 |
| Lee C. Fine Airport | Lee C. Fine Airpor | FLEET ONE | LCF FUEL | 69.14 |
| | | | LCF CAR WASH | 0.00 |
| | | | LCF FUEL | 0.00 |
| | | | LCF CAR WASH | 0.00 |
| | | | TOTAL: | 69.14 |
| Grand Glaize Airport | Grand Glaize Airpo | EZARD'S ACE HARDWARE | FASTENERS, HARDWARE | 19.86 |
| | | | HARDWARE, FASTENERS, S HOO | 12.74 |
| | | | COUNTERSINK 3/8 VA | 3.49 |
| | | FLEET ONE | GG FUEL | 0.00 |
| | | | GG FUEL | 0.00 |
| | | STRUKEL ELECTRIC INC | GG AIRPORT WIND CONE | 15,332.00 |
| | | | TOTAL: | 15,368.09 |

----- FUND TOTALS -----

| | | |
|--------------|---------------------------|------------|
| 10 | General Fund | 78,529.14 |
| 20 | Transportation | 169,919.96 |
| 30 | Water Fund | 87,910.66 |
| 35 | Sewer Fund | 183,343.37 |
| 40 | Ambulance Fund | 466.74 |
| 45 | Lee C. Fine Airport Fund | 69.14 |
| 47 | Grand Glaize Airport Fund | 15,368.09 |
| GRAND TOTAL: | | 535,607.10 |

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax
 www.osagebeach.org



000021
 Planning Dept.: _____
 Sewer Dept.: _____
 License #: _____

✓ 1556
 4-26-11

LIQUOR LICENSE APPLICATION

Date of Application: 4-25-2011 Date Application Received: _____

Trade Name of Establishment: Bissy's

Mailing Address: 4401 N Belt West Belleville, IL 62226

Applicant Name: Richard Hollenbeck
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your ~~X~~ Missouri voter registration card ~~X~~ background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

18750

| Item | Fee | License Description | City Code |
|--------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ✓ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax
 www.osagebeach.org



Cash
 Planning 000022
 Sewer Dept.:
 License #:

LIQUOR LICENSE APPLICATION

APR 20 2011

Date of Application: 4-19-11 Date Application Received:

Trade Name of Establishment: Kaiser Kountry LLC

Mailing Address: Po Box 1564 Lake Ozark, Mo 65049

Applicant Name: Bonnie Stewart
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

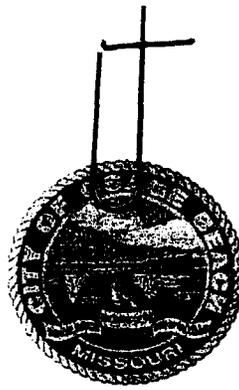
| Item | Fee | License Description | City Code |
|-----------------------------|--------|---|-----------|
| a. <u> </u> | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. <u> </u> | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. <u> </u> | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. <u> </u> | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. <u> </u> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. <u> </u> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. <u> </u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u> </u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. <u> </u> | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| <u>11250</u> j. <u>X</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. <u> </u> | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. <u> </u> | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. <u> </u> | 300.00 | Sunday Liquor Sales | LSUN |
| n. <u> </u> | 15.00 | *Caterer per day. | CTLQDY |
| o. <u> </u> | 10.00 | Picnic per day. | PCLQDY |
| p. <u>X</u> | N/C | Change of managing officer. | MGO |
| q. <u> </u> | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

000023

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax



Planning Dept. 
 Sewer Dept. 
 License No.: 21397

LIQUOR LICENSE APPLICATION

Date of Application: April 2, 2010

04-23-11 ✓ 000020296

Trade Name of Establishment: Applebee's Neighborhood Grill & Bar

Mailing Address: PO Box 15508, Lenexa, KS 66285

Applicant Name: Robert W. Rentfro

(as it is to appear on license, if corporation, name of corporation and managing officer)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of liquors in excess of 5% by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to consume on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to consume on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight to be consumed on premises. C60 | LDRK1 |
| h. <input checked="" type="checkbox"/> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 375.00 | Manufacture and sale by manufacturer of non-intoxicating beer brewed or manufactured in the City. | MNB |
| n. ___ | 75.00 | Sale by any distributor or wholesaler other than the manufacturer or brewer of non-intoxicating beer. | DWNB |
| o. ___ | 37.50 | Sale of non-intoxicating beer for consumption on premises where sold. | NBPR |
| p. ___ | 22.50 | Sale of non-intoxicating beer by grocers and other merchants and dealers for sale in original package to consumer, but not for resale. | NBPKG |
| q. ___ | 15.00 | Caterer per day. | CTLQDY |
| r. ___ | 10.00 | Picnic per day. | PCLQDY |
| s. ___ | N/C | Change of managing officer. | MGO |
| t. ___ | N/C | Wine tasting. | WTG |

0000241199

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



Planning Dept.: _____
 Sewer Dept.: _____
 License #: 01145

LIQUOR LICENSE APPLICATION

Date of Application: 4/18/11 Date application received: APR 21 2011

Trade name of establishment: BANDANA'S BBQ

Mailing address: Osage Beach Pkwy.
4315 HIGHWAY 54 OSAGE BEACH MO 65065-2169

Applicant name: ADAM CRADDOCK

(as it is to appear on license, if corporation, name of corporation and managing officer)

Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.

Renewal Applications: Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. <input checked="" type="checkbox"/> | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. <input checked="" type="checkbox"/> | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. <input checked="" type="checkbox"/> | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
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www.osagebeach.org



000025 Planning Dept.: _____
 Sewer Dept.: _____
 License #: _____

✓ 1985
 MC
 4-26-11

LIQUOR LICENSE APPLICATION

Date of Application: 4-25-2011 Date Application Received: _____

Trade Name of Establishment: Bissy's

Mailing Address: 4401 N Belt West Belleville, IL 62226

Applicant Name: Richard Hollenback
 (as it is to appear on license, if corporation, name of corporation and managing officer)

~~Original Applications:~~ Submit a copy of your ~~Missouri voter registration card~~ & background check performed by the Missouri State Patrol along with your application.
 Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. _____ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. _____ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. _____ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. _____ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. _____ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. _____ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. _____ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <input checked="" type="checkbox"/> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. _____ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. _____ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. _____ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. _____ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. _____ | 300.00 | Sunday Liquor Sales | LSUN |
| n. _____ | 15.00 | *Caterer per day. | CTLQDY |
| o. _____ | 10.00 | Picnic per day. | PCLQDY |
| p. _____ | N/C | Change of managing officer. | MGO |
| q. _____ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

✓ 2762
000026

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



Planning Dept. _____
Sewer Dept.: AW
License #: 01164

LIQUOR LICENSE APPLICATION

APR 19 2011

Date of Application: _____ Date application received: _____

Trade name of establishment: BRIDGEVIEW MARINA

Mailing address: PO BOX 407 OSAGE BEACH MO 65065

Applicant name: GREG NEWELL

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. <input checked="" type="checkbox"/> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



✓ 8886

000027

Planning Dept:
 Sewer Dept.:
 License #: 01189

LIQUOR LICENSE APPLICATION

Date of Application: 4/14/11 Date application received: 4/18/11

Trade name of establishment: CHICAGO BROTHERS PIZZA & PUB

Mailing address: PO BOX 668 LAKE OZARK MO 65049

Applicant name: CBP&P, LLC

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

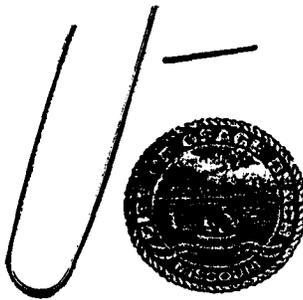
| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>+</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

***** All renewal applications must be received by May 1st *****

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

000028

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



Planning Dept.: _____
Sewer Dept.: _____
License #: 01190

LIQUOR LICENSE APPLICATION

Date of Application: April 21, 2011 Date application received: 4-25-11 ✓134196

Trade name of establishment: CHILI'S GRILL & BAR

Mailing address: Attn: Legal
6820 LBJ FRWY DALLAS TX 75240

Applicant name: BRINKER MISSOURI, INC Stephen G. Mitchell, Managing Officer for
(as it is to appear on license, if corporation, name of corporation and managing officer) Brinker Missouri, Inc.

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>X</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

000029

Planning Dept.:

Sewer Dept.:

License #: 01923

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach.org



LIQUOR LICENSE APPLICATION

Date of Application: 4-18-2011 Date Application Received: 4-21-11 ✓10015

Trade Name of Establishment: Culpepers Cattle Co

Mailing Address: Relaxation Inc
P.O. Box 9
Osage Beach
MO 65066-0009

Applicant Name: Michael B. Craig
(as it is to appear on license, if corporation, name of corporation and managing officer)

Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.

Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

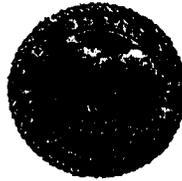
| Item | Fee | License Description | City Code |
|--------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. X | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. X | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

000030

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



Planning Dept.: _____
Sewer Dept.: _____
License #: 01157

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: _____

Trade name of establishment: DOMENICO'S ITALIAN RESTAURANT

Mailing address: 4737 HIGHWAY 54 OSAGE BEACH MO 65065-2800

Applicant name: DEBBIE ARCOBASSO

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>X</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax
 www.osagebeach.org



Planning Dept.: _____
 Sewer Dept.: RD
 License #: 02319

LIQUOR LICENSE APPLICATION

Date of Application: 4/7/11 Date Application Received: 04-11-11 V1209

Trade Name of Establishment: Fitz's Fishing & Tackle Supplies

Mailing Address: 3621 Osage Beach Pkwy, Osage Beach, MO 65065
Fitz Fishing LLC

Applicant Name: Barbara Fitzpatrick, Manager
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MOBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. <input checked="" type="checkbox"/> | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax
www.osagebeach.org



000032
 Planning Dept.: _____
 Sewer Dept.: _____
 License #: 02450

✓ 1144 / 93 75

LIQUOR LICENSE APPLICATION

Date of Application: 4-4-11 Date Application Received: APR 06 2011

Trade Name of Establishment: Formula Boats of Missouri

Mailing Address: 4815 Windjammer Dr. Osage Beach MO 65065

Applicant Name: Rick C. Ball
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.*
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)*

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. <u>X</u> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

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City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



Planning Dept.: (signature)
 Sewer Dept.: (signature)
 License #: 01154

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 4-21-11 V10014

Trade name of establishment: HAPPY FISHERMAN

Mailing address: PO BOX 9 OSAGE BEACH MO 65065-0009

Applicant name: MICHAEL CRAIG

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <input checked="" type="checkbox"/> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. <input checked="" type="checkbox"/> | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

15609 000034

Planning Dept.:
Sewer Dept.:
License #: 01761

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach.org



LIQUOR LICENSE APPLICATION

Date of Application: 1-19-11 Date Application Received: APR 19 2011

Trade Name of Establishment: Hookers Bar & Grille

Mailing Address: 1233 Jeffm Rd Osage Beach mo 65065

Applicant Name: Rick Jackson
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. X | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

000035

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



Planning Dept.
 Sewer Dept.
 License #:

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 04-25-11 1596

Trade name of establishment: J BRUNER'S RESTAURANT, LLC

Mailing address: 5166 HIGHWAY 54 OSAGE BEACH MO 65065-3279

Applicant name: PATRICK BOYLAN

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>X</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
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www.osagebeach.org



Planning Dept.:
Sewer Dept.:
License #: D1300

LIQUOR LICENSE APPLICATION

Date of Application: 04-14-2011 Date application received: 4-21-11 ✓102410

Trade name of establishment: JIFFY STOP FOOD MARTS, LLC

Mailing address: PO BOX 438 KAISER MO 65047-0438

Applicant name: JIFFY STOP FOOD MARTS, LLC

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|--------------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <u>X</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | <u>LPKG2</u> |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

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City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



Planning Dept.
 Sewer Dept.
 License #: 01207

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 4-19-11 18257

Trade name of establishment: MEXICALI BLUES

Mailing address: PO BOX 968 OSAGE BEACH MO 65065-0968

Applicant name: CHAD KAUTZ

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>X</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

V15242

000038

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



Planning Dept.:
Sewer Dept.:
License #: 01159

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 4/12/11

Trade name of establishment: MINER MIKES INC

Mailing address: 4515 OSAGE BEACH PKWY OSAGE BEACH MO 65065

Applicant name: DAVID GUST

(as it is to appear on license, if corporation, name of corporation and managing officer)

Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.

Renewal Applications: Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. <input checked="" type="checkbox"/> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax
www.osagebeach.org



000039
 Planning Dept.: _____
 Sewer Dept.: _____
 License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 4/7/11 Date Application Received: 4/10/11

Trade Name of Establishment: MoloToft Cocktails Bar & Grill

Mailing Address: P.O. Box 1541 Osage Beach, MO 65065

Applicant Name: MoloToft Cocktails, LLC Aaron Paul Toft - Managing officer
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

| Item | Fee | License Description | City Code |
|-------------|--------|--|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>X</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
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✓ 7912
 000040
 Planning Dept: 
 Sewer Dept: 
 License #: 017232

LIQUOR LICENSE APPLICATION

Date of application: _____ Date application received: 4/15/11

Trade name of establishment: MURPHY OIL USA INC

Mailing address: PO BOX 456 JEFFERSON CITY MO 65102

Applicant name: MURPHY OIL USA INC
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Attach a copy of voter registration card & background check*
- Renewal Applications: Please complete entire packet*

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <u>X</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 375.00 | Manufacture and sale by manufacturer of non-intoxicating beer brewed or manufactured in the City. | MNB |
| n. ___ | 75.00 | Sale by any distributor or wholesaler other than the manufacturer or brewer of non-intoxicating beer. | DWNB |
| o. ___ | 37.50 | Sale of non-intoxicating beer for consumption on premises where sold. | NBPR |
| p. ___ | 22.50 | Sale of non-intoxicating beer by grocers and other merchants and dealers for sale in original package to consumer, but not for resale. | NBPKG |
| q. ___ | 300.00 | Sunday Liquor Sales. | LSUNDAY |
| r. ___ | 15.00 | Caterer per day. | CTLQDY |
| s. ___ | 10.00 | Picnic per day. | PCLQDY |
| t. ___ | N/C | Change of managing officer. | MGO |
| u. ___ | N/C | Wine tasting. | WTG |

All renewal applications must be received by May 1st.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 Fax
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000041
 Planning Dept.
 Sewer Dept.:
 License #: 01895

LIQUOR LICENSE APPLICATION

Date of Application: 4-8-11 Date Application Received: 4-11-11 ✓3635

Trade Name of Establishment: Pars & Cigars Inc dba Osage Cigar Co.

Mailing Address: 2415 Ingersoll Ave Des Moines, IA 50312

Applicant Name: Pars & Cigars, Inc. / Colleen Reed
(as it is to appear on license, if corporation, name of corporation and managing officer)

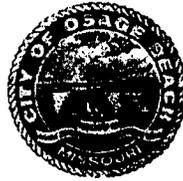
- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

| Item | Fee | License Description | City Code |
|-------------|--------|--|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <u>X</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. <u>X</u> | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
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000042

Planning Dept.
 Sewer Dept.
 License #: 01213

LIQUOR LICENSE APPLICATION

Date of Application: 4-14-11 Date application received: 4-25-11 ✓19387

Trade name of establishment: PAUL'S SUPERMARKET INC

Mailing address: PO BOX 1060 LAKE OZARK MO 65049

Applicant name: STEVEN HERMANN

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. <u> </u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <u>X</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. <u>X</u> | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

000043

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
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Planning Dept. 
Sewer Dept.: 
License #: 01095

LIQUOR LICENSE APPLICATION

Date of Application: 11 Apr 11 Date application received: 04-25-11 ✓ 024523

Trade name of establishment: PIZZA HUT

Mailing address: 600 NW MOCK AVE BLUE SPRINGS MO 64014

Applicant name: THOMAS JORGENSEN

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|-------------|--------|--|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. <u>X</u> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

***** All renewal applications must be received by May 1st *****

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



000044

Planning Dept.:
 Sewer Dept.:
 License #: 01216

LIQUOR LICENSE APPLICATION

Date of Application: 4/18/11 Date application received: 4-21-11 ✓17056

Trade name of establishment: POOP DECK & TIKI BAR

Mailing address: 877 54 HWY OSAGE BEACH MO 65065

Applicant name: EBLING ENTERPRISES INC
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <input checked="" type="checkbox"/> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



Planning Dept.: 
Sewer Dept.: 
License #: 01221

LIQUOR LICENSE APPLICATION

Date of Application: 4/18/11Date application received: 4-21-11✓ 17056Trade name of establishment: TOPSIDERMailing address: 4877 54 HWY OSAGE BEACH MO 65065Applicant name: EBLING ENTERPRISES INC*(as it is to appear on license, if corporation, name of corporation and managing officer)*

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
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| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. <input checked="" type="checkbox"/> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
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| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

000046

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



Planning Dept.:
 Sewer Dept.:
 License #: 01169

LIQUOR LICENSE APPLICATION

Date of Application: 4/18/11 Date application received: 4-21-11 ✓ 33077

Trade name of establishment: VISTA GRANDE, INC

Mailing address: 4579 HIGHWAY 5, OSAGE BEACH MO 65065-2173

Applicant name: JOHN SCHELL

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

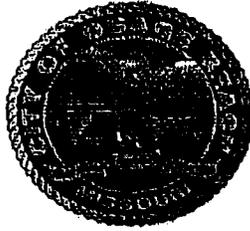
| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. <u>X</u> | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

000047

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach.org



Planning Dept.: 
Sewer Dept.: 
License #: 02042

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date Application Received: 4-21-11 ✓ 7983

Trade Name of Establishment: Walgreens #1142

Mailing Address: PO Box 456, Jefferson City, MO 65102-0456

Applicant Name: Walgreen Co. (Robbin Griffith Managing Officer)
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <u>x</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales | LSUN |
| n. ___ | 15.00 | *Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Plcnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65064
 573/302-2000 Phone
 573/302-0628 FAX
 www.osagebeach.org



000048

Planning Dept.:
 Sewer Dept.:
 License #: 01223

*w/ send
 - new - for
 \$450 - for
 ✓ 7922
 jk*

LIQUOR LICENSE APPLICATION

Date of application: _____ Date application received: 4-13-11

Trade name of establishment: WAL-MART SUPERCENTER #815

Mailing address: PO BOX 456 JEFFERSON CITY MO 65102

Applicant name: WAL MART
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Attach a copy of voter registration card & background check*
- Renewal Applications: Please complete entire packet*

| Item | Fee | License Description | City Code |
|-------------|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. ___ | 375.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. <u>X</u> | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 375.00 | Manufacture and sale by manufacturer of non-intoxicating beer brewed or manufactured in the City. | MNB |
| n. ___ | 75.00 | Sale by any distributor or wholesaler other than the manufacturer or brewer of non-intoxicating beer. | DWNB |
| o. ___ | 37.50 | Sale of non-intoxicating beer for consumption on premises where sold. | NBPR |
| p. ___ | 22.50 | Sale of non-intoxicating beer by grocers and other merchants and dealers for sale in original package to consumer, but not for resale. | NBPKG |
| q. ___ | 300.00 | Sunday Liquor Sales. | LSUNDAY |
| r. ___ | 15.00 | Caterer per day. | CTLQDY |
| s. ___ | 10.00 | Picnic per day. | PCLQDY |
| t. ___ | N/C | Change of managing officer. | MGO |
| u. ___ | N/C | Wine tasting. | WTG |

All renewal applications must be received by May 1st.

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



1976
 000049

Planning Dept.:
 Sewer Dept.: aw
 License #: 01097

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: APR 11 2011

Trade name of establishment: WFO WAVERUNNER

Mailing address: 2246 42 HWY BRUMLEY MO 65017

Applicant name: KENNETH FULTS

(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications:** Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol with your completed application.
- Renewal Applications:** Submit complete application only. (No background check or voter registration documents are necessary to renew.)

| Item | Fee | License Description | City Code |
|--|--------|---|-----------|
| a. ___ | 375.00 | Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight. | MDBWT |
| b. ___ | 150.00 | Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight. | DBLQWT |
| c. ___ | 300.00 | Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight. | MLQWT |
| d. ___ | 750.00 | Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight. | DLQWT |
| e. ___ | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.) | BPR |
| f. <input checked="" type="checkbox"/> | 75.00 | Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.) | BPK |
| g. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. | LDRK1 |
| h. ___ | 750.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.) | LDRK2 |
| i. ___ | 150.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. | LPKG1 |
| j. ___ | 450.00 | Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.) | LPKG2 |
| k. ___ | 75.00 | Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. | BWDRK1 |
| l. ___ | 375.00 | Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.) | BWDRK2 |
| m. ___ | 300.00 | Sunday Liquor Sales. | LSUN |
| n. ___ | 15.00 | Caterer per day. | CTLQDY |
| o. ___ | 10.00 | Picnic per day. | PCLQDY |
| p. ___ | N/C | Change of managing officer. | MGO |
| q. ___ | N/C | Wine tasting. | WTG |

*** All renewal applications must be received by May 1st ***

If you are applying for a Caterer per day license, please state the name, location, time and date of the event.

Submission Date: April 14, 2011

Submitted By: City Attorney

Board Meeting Date: April 21, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 11-20 - Authorizes the City to enter into an agreement with the Osage Beach Fire Protection District [OBFPD] and memorializes the fire district's rights under section 99.847 R.S.Mo concerning emergency service districts and the revenues they receive for providing services in TIF areas. Pursuant to this agreement the OBFPD will receive 50% of the payment in lieu of taxes received by the city attributable to the fire districts real property tax in the TIF project area.

Names of Persons, Businesses, Organizations affected by this action:

Osage Beach Fire Protection District, Dierbergs Markets, developer and the City

Why is Board Action Required?

Action is required to approve an ordinance.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve first and second readings of Bill 11-20.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

The City Attorney recommends first and second reading of Bill 11-20 as part of the Dierberg's Osage Beach Tax Increment Financing Redevelopment Plan for the vacant High Point Shopping Center.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 11-20

ORDINANCE NO. 11.20

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE OSAGE BEACH FIRE PROTECTION DISTRICT (OBFPD) AND MEMORIALIZES THE FIRE DISTRICT'S RIGHTS UNDER SECTION 99.847 R.S.Mo. CONCERNING EMERGENCY SERVICE DISTRICTS AND THE REVENUES THEY RECEIVE FOR PROVIDING SERVICES IN THE TIF AREAS.

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 agreement with the Osage Beach Fire Protection District (OBFPD) and memorialize the Fire District's rights under Section 99.847 RSMo. concerning emergency service districts and the revenues they receive for providing services in the TIF Areas.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached agreement with the Osage Beach Fire Protection District and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach, attached hereto as Exhibit A.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2011.

I hereby certify that the above Ordinance No. 11.20 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 11.20.

Penny Lyons, Mayor

Date

AGREEMENT

This Agreement is entered into this ~~22~~ day of March, 2011, by and between the OSAGE BEACH FIRE PROTECTION DISTRICT (the "District") and the CITY OF OSAGE BEACH, MISSOURI (the "City").

RECITALS

The following are the circumstances that led the parties to enter into this Agreement:

1. On December 16, 2010, the City adopted Ordinance No. 10.81 which approved a tax increment financing redevelopment plan known as the "Dierbergs Osage Beach Tax Increment Financing Plan" (the "TIF Plan") pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes, as amended (the "TIF Act") to eliminate blighting conditions and promote economic development for an area which contains approximately 14.47 acres, is generally located in Osage Beach, Missouri, on the northeast side of Highway 54 between Links Road and Old Missouri Route 16 (the "Redevelopment Area"), as more fully described in the TIF Plan. The TIF Plan designates one redevelopment project area that is identical to the Redevelopment Area (the "Redevelopment Project Area") in which tax increment financing has been activated by the City through the adoption of Ordinance No. 10.81.

2. The District receives revenue from a real property tax which is imposed within the Redevelopment Area. The District will provide fire protection services to the Redevelopment Area.

3. Pursuant to the TIF Act, 100% of the payments in lieu of taxes for the District attributable to the increase in the current equalized assessed valuation of each parcel of real property within the Redevelopment Project Area over and above the total initial equalized assessed value as determined by Section 99.855 of the TIF Act ("PILOTs") are to be deposited in the City's special allocation fund for the TIF Plan (the "Special Allocation Fund") to pay for project costs associated with the TIF Plan.

4. During the period that tax increment financing is in effect, which commenced on December 16, 2010 through the adoption of Ordinance No. 10.81, taxing jurisdictions continue to collect other tax revenues, such as the remaining 50% of the incremental sales and utility taxes, as well as 100% of the personal property taxes and 100% of the commercial surcharge on real property.

5. In 1996, the Missouri General Assembly amended Section 99.847 of the TIF Act to permit emergency service districts to seek reimbursement from a tax increment financing special allocation fund for any direct costs associated with providing service to TIF redevelopment areas. Without this provision, emergency service districts had no means to pay the direct costs of providing service to new development within a TIF redevelopment area because the increased real property tax revenue of new development in the TIF redevelopment project area was designated as PILOTs and captured by the TIF special allocation fund.

6. The relevant language in Section 99.847 has since been repealed, and similar language has been enacted as Section 99.848 of the TIF Act, which now establishes the District's right to reimbursement from the District's tax increments which are collected in the Special Allocation Fund, as a result of the provision of fire protection services to the Redevelopment Area.

7. The City and the District desire to enter into this agreement to provide for the terms and conditions under which the City will implement Section 99.848 of the TIF Act, with respect to the District.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District do hereby agree as follows:

1. Treatment of PILOTs. The City will receive from the county 100% of the PILOTs that result from the imposition of the District's real property tax within the Redevelopment Project Area. After depositing all of such PILOTs in the Special Allocation Fund, 50% of the PILOTs received by the City and attributable to the District's real property tax in such Redevelopment Area (each a "Reimbursement Payment") shall be transferred by the City to the District for the purpose of reimbursement to the District for any increased costs of providing emergency services to the Redevelopment Project Area while tax increment financing is in effect in the Redevelopment Project Area.

2. District Rights Under 99.848, RSMo. This Agreement sets forth the terms and conditions under which the District is entitled to receive reimbursement pursuant to Section 99.848, RSMo. Except as set forth in this Agreement, the District waives its right to all other reimbursement payments from the special allocation fund for the TIF Plan pursuant to Section 99.848, RSMo. The District agrees that the Reimbursement Payment shall fully reimburse the District for any and all actual increased costs incurred by the District for providing emergency services to the Redevelopment Project Area. The District does not waive any other tax payments to which the District is entitled and which are not deposited into the special allocation fund for the TIF Plan, including (a) tax revenues attributable to the initial equalized assessed valuation of the property in the Redevelopment Project Area, (b) tax revenues resulting from the District's personal property tax levy, (c) tax revenues resulting from the commercial surcharge.

3. Authority. Each Party represents and warrants that it has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of each Party, enforceable in accordance with its terms.

4. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement, or the application thereof to any person, entity or circumstance, is to any extent adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement, and the application thereof to other persons, entities or circumstances, will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law. In addition, the terms and provisions of this Agreement shall be valid and enforceable against the parties hereto to the fullest extent permitted by law, regardless of any future amendments to the TIF Act or any future judicial interpretations of Sections 99.847 and 99.848 of the TIF Act.

IN WITNESS WHEREOF, the parties hereto have executed the above agreement the day and year first above written.

OSAGE BEACH FIRE PROTECTION DISTRICT

By: Anthony Cicelli

Name: Anthony Cicelli

Title: Chair Person

CITY OF OSAGE BEACH, MISSOURI

By: _____
Penny Lyons, Mayor

Submission Date: April 14, 2011

Submitted By: City Attorney

Board Meeting Date: April 21, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 11-26 - Authorizes the issuance of the notes as provided for in the Dierbergs Osage Beach Tax Increment Financing Agreement. The payment of these Notes is restricted to the funds generated by the Dierbergs Osage Beach TIF project. The project will redevelop the vacant High Point Shopping Center.

Names of Persons, Businesses, Organizations affected by this action:

Dierbergs Markets, developer and the City.

Why is Board Action Required?

Action is required to approve an ordinance.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve first and second readings of Bill 11-26.

Are there any deadlines associated with this action?

No. Developer would like to proceed with the land purchase and close on the property this month. This ordinance would enable developer to close the property purchase.

Comments and Recommendation of Department:

The City Attorney recommends first and second reading approval of Bill 11-26 as the next step in the Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan for the vacant High Point Shopping Center.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 11-26

ORDINANCE NO. 11.26

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE NOTES (DIERBERGS OSAGE BEACH PROJECT), SERIES 2011, OF THE CITY OF OSAGE BEACH, MISSOURI, TO PROVIDE FUNDS TO FINANCE CERTAIN REDEVELOPMENT PROJECT COSTS RELATING TO THE AMENDED DIERBERGS OSAGE BEACH TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.

WHEREAS, the City of Osage Beach, Missouri (the "City") is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, the Board of Aldermen has heretofore created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the "Commission"); and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the "TIF Act"), Dierbergs Osage Beach, LLC ("Developer"), submitted a proposal for approval of the Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan and Project ("Original Redevelopment Plan") on September 29, 2010, requesting that the City of Osage Beach, Missouri ("City") establish a tax increment financing district on approximately 14.45 acres of property generally located West of Highway 54 and South of Old Highway 27 in Osage Beach, Missouri (the "Redevelopment Area"), in one redevelopment project area with boundaries coterminous with the Redevelopment Area (the "Redevelopment Project"); and

WHEREAS, pursuant to the provisions of the Act, the Osage Beach Tax Increment Financing Commission ("TIF Commission") was composed of representatives from the City and from the affected taxing jurisdictions for the purpose of conducting a public hearing and making recommendations with respect to the Original Redevelopment Plan to the Board of Aldermen of the City of Osage Beach, Missouri ("Board"); and

WHEREAS, on December 1, 2010, after due notice in accordance with the Act, the TIF Commission held a public hearing and thereafter voted 11-0 to recommend approval of the Original Redevelopment Plan, the designation of the Redevelopment Area, approval of the Redevelopment Project, the approval of tax increment financing for the Redevelopment Area, the designation of Developer as the developer of record for the Redevelopment Project; and

WHEREAS, on December 16, 2010, the Board of Aldermen adopted Ordinance No. 10.81, which made certain factual findings, approved the Original Redevelopment Plan and Redevelopment Project, designated the Redevelopment Area and the Redevelopment Project Area, initiated tax increment financing in the Redevelopment Project Area, and designated the Developer as the developer of record for the Original Redevelopment Plan and the Redevelopment Project; and

WHEREAS, the Amended Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan and Project (the "Amended Redevelopment Plan") was filed with the City Clerk; and

WHEREAS, on March 2, 2011, after due notice in accordance with the Act, the TIF Commission opened a public hearing, at which all interested persons and taxing districts affected by the Amended Redevelopment Plan were afforded an opportunity to make comments, file written objections, protests, and be heard orally regarding adoption of the Amended Redevelopment Plan; and

WHEREAS, on March 2, 2011, the TIF Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and adopted Resolution 2011-1 by an 11-0 vote to recommend approval of the Amended Redevelopment Plan; and

WHEREAS, on March 17, 2011, at a regularly scheduled meeting, the Board considered the Amended Redevelopment Plan, the recommendation of the TIF Commission, the recommendations of City staff, and considered the public objections, protests, comments, and other evidence and thereafter adopted Ordinance No. 11.13 which approved the Amended Redevelopment Plan; and

WHEREAS, the City finds it necessary and desirable to issue its Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011 (the "Notes"), to provide funds to carry out the Redevelopment Project.

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

Section 1. Authorization of the Notes. To accomplish the purposes of the Act and to provide for the payment of a portion of the costs of the Redevelopment Project, the City hereby authorizes the issuance of the Notes in a principal amount of not to exceed \$5,100,000, which shall be issued under and secured by and shall have the terms and provisions set forth in the hereinafter described Indenture. The Notes shall bear such dates, shall mature at such times and in the amounts, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Indenture. The Notes shall be issued in two series designated the Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011A (the "Series 2011A Notes") in an aggregate principal amount not to exceed \$3,000,000 and the Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011B (the "Series 2011B Notes") in an aggregate principal amount not to exceed \$2,100,000. The Notes shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and shall have the corporate seal of the City affixed thereto.

Section 2. Limited Obligations. The Notes and the interest thereon shall constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Pledged Revenues (as defined in the Indenture) and other moneys pledged thereto and held by the Trustee (as herein defined) pursuant to the Indenture. The Notes shall not constitute debts or liabilities of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. Neither the City, the Commission, the commissioners of said Commission, the officers, employees and agents of the City nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

Section 3. Authorization and Approval of Indenture. The Trust Indenture (the "Indenture") between the City and UMB Bank, N.A., as trustee (the "Trustee"), providing for the issuance thereunder of the Notes and setting forth the terms and provisions applicable to the Notes, is hereby approved in substantially the form on file with the City. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Indenture with such changes therein as shall be

approved by such officials, such officials' signatures thereon being conclusive evidence of their approval and the City's approval thereof.

Section 4. Execution of Notes. The Mayor is hereby authorized and directed to execute, by manual or facsimile signature, the Notes at the times set forth in the Redevelopment Agreement and the Indenture, and to deliver the Notes to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The City Clerk is hereby authorized and directed to attest, by manual or facsimile signature, to the Notes and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Notes, the Indenture and the Redevelopment Agreement.

Section 6. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Effectiveness. This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2011.

I hereby certify that the above Ordinance No. 11.26 was duly passed on April _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____

Abstaining _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance 11.26.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

Form of Trust Indenture

CITY OF OSAGE BEACH, MISSOURI

and

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of May 1, 2011

Relating to

**Not to Exceed
\$5,100,000
City of Osage Beach, Missouri
Tax Increment Revenue Notes
(Dierbergs Osage Beach Project)
Series 2011**

consisting of the following two series of notes:

**Not to Exceed
\$3,000,000
City of Osage Beach, Missouri
Tax Increment Revenue Notes
(Dierbergs Osage Beach Project)
Series 2011A**

**Not to Exceed
\$2,100,000
City of Osage Beach, Missouri
Tax Increment Revenue Notes
(Dierbergs Osage Beach Project)
Series 2011B**

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TRUST INDENTURE

THIS TRUST INDENTURE (the "Indenture"), made and entered into as of May 1, 2011, by and between the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes.
2. The Board of Aldermen has heretofore created the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the "Commission").
3. Pursuant to the Act, Dierbergs Osage Beach, LLC (the "Developer") submitted a proposal for approval of the Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan and Project, ("Original Redevelopment Plan") on September 29, 2010, requesting that the City establish a tax increment financing district on approximately 14.45 acres of property generally located West of Highway 54 and South of Old Highway 27 in Osage Beach, Missouri (the "Redevelopment Area"), in one redevelopment project area with boundaries coterminous with the Redevelopment Area (the "Redevelopment Project").
4. Pursuant to the provisions of the Act, the Commission was composed of representatives from the City and from the affected taxing jurisdictions for the purpose of conducting a public hearing and making recommendations with respect to the Original Redevelopment Plan to the Board of Aldermen.
5. On December 1, 2010, after due notice in accordance with the Act, the Commission held a public hearing and thereafter voted 11-0 to recommend approval of the Original Redevelopment Plan, the designation of the Redevelopment Area, approval of the Redevelopment Project, the approval of tax increment financing for the Redevelopment Area, the designation of Developer as the developer of record for the Redevelopment Project.
6. On December 16, 2010, the Board of Aldermen adopted Ordinance No. 10.81, which made certain factual findings, approved the Original Redevelopment Plan and Redevelopment Project, designated the Redevelopment Area and the Redevelopment Project Area, initiated tax increment financing in the Redevelopment Area, and designated the Developer as the developer of record for the Original Redevelopment Plan and the Redevelopment Project.
7. The Amended Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan and Project (the "Amended Redevelopment Plan" and together with the Original Redevelopment Plan, the "Redevelopment Plan") was filed with the City Clerk of the City; and
8. On March 2, 2011, after due notice in accordance with the Act, the Commission opened a public hearing, at which all interested persons and taxing districts affected by the Amended

Redevelopment Plan were afforded an opportunity to make comments, file written objections, protests, and be heard orally regarding adoption of the Amended Redevelopment Plan.

9. On March 2, 2011, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and adopted Resolution 2011-1 by an 11-0 vote to recommend approval of the Amended Redevelopment Plan.

10. On March 17, 2011, at a regularly scheduled meeting, the Board of Aldermen considered the Amended Redevelopment Plan, the recommendation of the Commission, the recommendations of City staff, and considered the public objections, protests, comments, and other evidence and thereafter adopted Ordinance No. 11.13 which approved the Amended Redevelopment Plan.

11. On April 7, 2011, at a regularly scheduled meeting, the Board of Aldermen adopted Ordinance No. ____ which approved the form of Tax Increment Financing Redevelopment Agreement (the "Redevelopment Agreement") between the City and the Developer.

12. On April __, 2011, the Board of Aldermen adopted Ordinance No. ____ (the "Note Ordinance") authorizing the City to issue its Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011, in the aggregate principal amount of not to exceed \$5,100,000 (the "Notes"), consisting of the Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011A in the aggregate principal amount of not to exceed \$3,000,000 (the "Series 2011A Notes") and the Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011B in the aggregate principal amount of not to exceed \$2,100,000 (the "Series 2011B Notes"), to provide funds to pay for certain Redevelopment Project Costs (as defined in the Redevelopment Agreement) incurred or to be incurred in connection with the Redevelopment Project.

13. Pursuant to the Note Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Notes as hereinafter provided.

14. All things necessary to make the Notes, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All Net Proceeds (defined herein) derived by the City under and pursuant to and subject to the provisions of the Redevelopment Agreement or otherwise (excluding the City's rights to payment of its fees and expenses and to be indemnified in certain instances); and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Notes Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes, or provides for the payment or redemption of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX**, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Notes, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended.

"Administrative Costs" means all documented costs and expenses for planning, legal, financial, administrative and other costs associated with the review, consideration, approval and implementation of

the Redevelopment Plan, the Redevelopment Agreement and the Project, including without limitation all consultants engaged by the City. Costs and expenses incurred for City staff time shall be documented in a summary statement not to exceed \$5,000, but detailed hourly billing records shall not be required for such work. City shall provide itemized detail and hourly billing records for annual Administrative Costs in excess of \$5,000.

“Amended Redevelopment Plan” shall have the meaning set forth in the recitals of this Indenture.

“Application for Reimbursable Project Costs” means the document substantially in the form of **Exhibit D** hereto, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs, in accordance with **Sections 3.1 and 3.2** of the Redevelopment Agreement.

“Approved Investors” means (a) a Developer Entity, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933.

“Authorized City Representative” means the Mayor, the City Administrator or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means one cent (\$0.01) or any integral multiple thereof.

“Authorized Developer Representative” means such person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Developer by a member. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Developer Representative.

“Board of Aldermen” means the Board of Aldermen of the City of Osage Beach, Missouri.

“Bond Counsel” means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“City” means the City of Osage Beach, Missouri, a fourth class city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Commission” shall mean the Tax Increment Financing Commission of the City of Osage Beach, Missouri.

“Debt Service Fund” means the fund by that name created in **Section 401**.

“Debt Service Requirements” means, for any period of time for which calculated, the aggregate of the payments to be made on the Notes during such period in respect of principal (whether by redemption, at maturity or otherwise) and interest on such Notes; provided that such payments are excluded from Debt Service Requirements to the extent that cash or non-callable Government Securities are on deposit in an irrevocable escrow or trust account in accordance with **Section 902** and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal or interest and are sufficient to pay such principal or interest.

“Developer” means Dierbergs Osage Beach, LLC, a Missouri limited liability company, its successors and assigns, or any affiliate thereof.

“Developer Entity” means (i) the Dierberg Family Group which shall include (a) Robert J. Dierberg, (b) wife and descendants of Robert J. Dierberg, and spouses of such descendants, and (c) trusts for the benefit of Robert J. Dierberg, his wife and his descendants, and the spouse of such descendants; and (ii) any entity owned or controlled directly or indirectly by the Dierbergs Family Group.

“Developer Phase 1 Private Improvements” means the first phase of improvements, excluding the Public Improvements, constructed by the Developer for the Redevelopment Project in accordance with the Redevelopment Plan, including a grocery store of approximately 77,500 square feet and additional commercial retail shops, stores, services and restaurants of approximately 4,200 square feet, along with buildings, landscaping, parking spaces, internal vehicle and pedestrian roads and paths (if not paid for with TDD Sales Tax Revenues), signage and other private improvements that will serve such improvements.

“Developer Phase 2 Private Improvements” means the second phase of improvements, excluding the Public Improvements, constructed by the Developer for the Project in accordance with the Redevelopment Plan, including approximately 45,500 to 61,100 square feet of commercial retail shops, stores, services and restaurants, along with buildings, landscaping, parking spaces, internal vehicle and pedestrian roads and paths (if not paid for with TDD Sales Tax Revenues), signage and other private improvements that will serve such improvements.

“Economic Activity Tax Revenues” means 50% of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2009 (subject to annual appropriation by the City as provided in the Act), but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and taxes imposed pursuant to Section 94.660, R.S.Mo.

“Event of Default” means any event or occurrence as defined in **Section 701**.

“Financing Costs” means all costs reasonably incurred in furtherance of the issuance of the Notes including but not limited to reasonable financing loan origination fees and expenses (with loan origination fees and expenses not to exceed 2% of the principal amount of the loan) and interest payable to banks, similar financing institutions or other entities that loan money, the City’s attorneys (including City Attorney, special TIF counsel and Bond Counsel), the City’s administrative fees and expenses (including Planning Consultants), underwriters’ discounts and fees, trustee fees, the costs of printing any Obligations

and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any Obligations, all accrued and anticipated interest on the Obligations and/or Private Loans; provided, however, that any interest in excess of 6.50% per annum or the maximum rate allowed by law on any Private Loan shall not constitute Financing Costs.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail postage prepaid to such addressees.

“Interest Payment Date” means any date on which the principal of or interest on any Notes are payable.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State or any political subdivision of the State that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b) above, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;
- (f) money market mutual funds that are invested in Government Securities or agreements to repurchase such Government Securities; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Net Proceeds” means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) all Economic Activity Tax Revenues on deposit in the EATS Account of the Special Allocation Fund that have been appropriated to the repayment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City that is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum. If the Notes have not been fully repaid by May 1, 2023 (subject to extension as provided in the Redevelopment Agreement), interest on the outstanding Notes will cease to be paid from the Net Proceeds associated with all taxing districts except the TDD (the **“Non-TDD TIF Revenue”**). Thereafter, the Non-TDD TIF Revenue will be used to repay only the outstanding principal amount of the outstanding Notes, and the TDD Sales Tax Revenues captured by the TIF Plan (the **“TDD EATs”**) will continue to be used to pay interest on the outstanding principal amount of the Notes. At Developer’s election, at the conclusion of the initial Notes Amortization Period (as defined in the Redevelopment Agreement), all or a designated portion of the TDD EATs may also be used to repay principal on the outstanding Notes. The payments from such sources shall continue until the principal amount of the outstanding Notes has been fully repaid from the Non-TDD TIF Revenues.

“Note Ordinance” means Ordinance No. ___ of the City adopted on April __, 2011, authorizing the execution and delivery of this Indenture and the issuance of the Notes.

“Notes” means any note or notes authenticated and delivered under and pursuant to this Indenture.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Notes or the Trustee, and who is acceptable to the Trustee.

“Original Redevelopment Plan” shall have the meaning set forth in the recitals to this Indenture.

“Outstanding” means when used with reference to Notes, as of a particular date, all Notes theretofore authenticated and delivered under this Indenture except:

- (a) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Notes that are deemed to have been paid in accordance with **Section 902**;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206**; and
- (d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Note is registered on the Register.

“Paying Agent” means the Trustee or any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Notes at which the principal of and interest on such Notes shall be payable.

“Payments in Lieu of Taxes” means those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in the Redevelopment Area over and above the certified total initial equalized assessed valuation of the real property in the Redevelopment Area, as provided for by Section 99.855 of the Act.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means all Net Proceeds and all moneys held in the Revenue Fund and the Debt Service Fund under this Indenture, together with investment earnings thereon.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Private Loans” means loans or indebtedness incurred by the Developer or any other private entity or individual to pay for Reimbursable Project Costs incurred or estimated to be incurred, to carry out the Redevelopment Project, to finance the creation of such Private Loans, to establish reserves, to fund or secure such Private Loans, to finance interest costs associated with such Private Loans, or to refund or refinance any such outstanding Private Loans.

“Project Fund” means the fund by that name created in **Section 401**.

“Public Improvements” means that portion of the Redevelopment Project which consists of improvements in public rights-of-way which will be dedicated to, owned and maintained by a public entity.

“Record Date” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month immediately preceding such Interest Payment Date.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of April ____, 2011, by and between the City and the Developer, and all further amendments and supplements thereto as approved from time to time.

“Redevelopment Area” means the area legally described as such in **Exhibit B** to the Redevelopment Agreement.

“Redevelopment Plan” shall have the meaning set forth in the recitals to this Indenture.

“Redevelopment Project” means the Developer Phase 1 Private Improvements, the Developer Phase 2 Private Improvements and the Public Improvements as provided in the Redevelopment Plan.

“Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Register” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Notes.

“Registrar” means the Trustee when acting as such under this Indenture.

“Reimbursable Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Revenue Fund” means the fund by that name created in **Section 401**.

“Series 2011A Notes” means the City’s Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011A.

“Series 2011B Notes” means the City’s Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011B.

“Special Allocation Fund” means the “Dierbergs Osage Beach Special Allocation Fund,” created within the Treasury of the City in accordance with Section 99.845 of the Act and the TIF Ordinance, and within the Special Allocation Fund, a PILOTS Account and an EATS Account.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X**.

“TDD” means a transportation development district formed in accordance with the TDD Act which has boundaries coterminous with the Redevelopment Area.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri.

“TDD Sales Tax” means the sales tax imposed by the TDD in accordance with the TDD Act.

“TDD Sales Tax Revenues” means the gross revenues generated by operation of the TDD Sales Tax.

“TIF Bonds” means tax increment revenue bonds issued by the City to refund the Notes in accordance with **Section 5.5** of the Redevelopment Agreement.

“TIF Ordinance” means Ordinance No. 10.81, adopted by the Board of Aldermen on December 16, 2010, which approved the Redevelopment Plan and took other actions related to the Redevelopment Plan including the adoption of tax increment financing within the Redevelopment Area, along with Ordinance No. 11.13, approved by the Board of Aldermen on March 17, 2011, which approved the amended Redevelopment Plan.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are not a part of this document.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by accounting principles generally accepted in the United States of America.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE NOTES

Section 201. Terms of the Notes.

(a) *Authorized Amount of Notes.* No Notes may be issued under the provisions of this Indenture except in accordance with this Article. The total aggregate principal amount of Notes that may be issued hereunder is expressly limited to \$5,100,000. The Notes shall be issued in two series: the Series 2011A Notes in an aggregate principal amount not to exceed \$3,000,000, and the Series 2011B Notes in an aggregate principal amount not to exceed \$2,100,000. The Notes shall be issued to evidence the City’s obligation to reimburse the Developer for verified Reimbursable Project Costs, in amounts not to exceed the respective maximum amounts, with the Series 2011A Notes to be issued for each of the Reimbursable Redevelopment Project Costs for the Developer Phase 1 Private Improvements and the Series 2011B Notes to be issued for each of the Reimbursable Redevelopment Project Costs for the Developer Phase 2 Private Improvements. In connection with the site preparation, development and construction of the Redevelopment Project Area, the Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit D** for the Reimbursable Redevelopment Project Costs associated with construction in the Redevelopment Project Area.

(b) *Title of Notes.* The Series 2011A Notes shall be designated “Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011A.” The Series 2011B Notes shall be designated “Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011B.” The Notes may have such

further appropriate particular designation added to or incorporated in such title for the Notes of any particular series as the City may determine.

(c) *Form of Notes.* The Notes shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Notes shall be issuable as fully-registered Notes in Authorized Denominations.

(e) *Numbering.* Unless the City directs otherwise, each series of Notes shall be numbered from R-1 upward.

(f) *Dating.* The Notes shall be dated as provided in **Section 203(d)**, as evidenced by the Trustee's signature on **Schedule A** to each Note.

(g) *Method and Place of Payment.* The principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal shall be payable at the payment office of the Trustee or such other office as the Trustee may designate. Payment of interest on any Note shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Note is registered on the Note Register as of the close of business of the Trustee on the Record Date for such Interest Payment Date, or (2) in the case of a principal or interest payment to any Owner of either (A) all of a series of the Notes Outstanding or (B) \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice delivered to the Trustee at least 5 days prior to any Record Date and signed by such Owner containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account name and account number to which such Owner wishes to have such transfer directed. Except as otherwise provided in subsection (h) with respect to Notes held by the Trustee, no principal on the Notes is payable unless the Owner thereof has surrendered such Notes at the payment office of the Trustee or such other office as the Trustee may designate.

(h) *Evidence of Principal Payments.* The payment of principal of the Notes on each Interest Payment Date shall be noted on the Notes on **Schedule A** thereto. The Notes and the original **Schedule A** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner thereof. If the Notes are held by the Trustee, the Trustee shall, on each Interest Payment Date, send a revised copy of **Schedule A** via facsimile to the Owner, the City and the Developer. Absent manifest error, the amounts shown on **Schedule A** held by the Trustee shall be conclusive evidence of the principal amount paid on the Notes.

Section 202. Nature of Obligations.

(a) The Notes and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Notes, as provided in this Indenture.

(b) The Notes and the interest thereon do not constitute a debt of the City, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Notwithstanding any other term or provision of this Indenture, Notes issued by the City for Reimbursable Project Costs are payable only from the Special Allocation Fund and Note Proceeds and from no other source. In no event will the City appropriate funds from the City's general fund or from any fund other than the Special Allocation Fund to pay for Reimbursable Project Costs or to repay or prepay Notes.

(c) No recourse shall be had for the payment of the principal of or interest on, any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member of the Board of Aldermen or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Notes.

(d) NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTES TO THE CONTRARY, (1) THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN PART WITHOUT PAYMENT UNDER THE CONDITIONS DESCRIBED IN SECTIONS 4.2 AND 8.3 OF THE REDEVELOPMENT AGREEMENT, (2) THE PRINCIPAL AMOUNT OF THE NOTES IS SUBJECT TO REDUCTION IN ACCORDANCE WITH SECTIONS 4.2 AND 4.5 OF THE REDEVELOPMENT AGREEMENT, AND (3) INTEREST ON THE NOTES IS SUBJECT TO ABATEMENT PURSUANT TO SECTION 4.3 OF THE REDEVELOPMENT AGREEMENT IF THE NOTES ARE NOT FULLY REPAID WITHIN THE EXPECTED AMORTIZATION PERIOD. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE SERIES 2011 NOTES TERMINATE ON DECEMBER 15, 2033, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST THEREON HAS BEEN PAID IN FULL.

Section 203. Execution, Authentication and Delivery of Notes.

(a) The Notes shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons as at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(b) The Notes shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Note shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Note shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Notes that may be issued hereunder at any one time.

(c) Upon the submission to the Trustee by the City of each Application for Reimbursable Project Costs, the Trustee shall (1) endorse an Outstanding Series 2011A Note and/or Series 2011B Note on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Project Costs, in each case indicating that portion that is attributable to costs of the Redevelopment Project (based on the information contained in each Application for Reimbursable Redevelopment Project Costs) and (2) send a revised copy of **Schedule A** via facsimile to the Owner, the City and the Developer. The date of registration of each such Note shall be the date of acceptance by the City of each Application for Reimbursable Redevelopment Project Costs.

Section 204. Registration, Transfer and Exchange of Notes.

(a) The Trustee is hereby appointed Registrar and as such shall keep a Register for the registration and for the transfer of Notes as provided in this Indenture. Each Note when issued shall be registered in the name of the Owner thereof on the Register.

(b) **The Notes and beneficial interests therein may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit B hereto.** Subject to the limitations of the preceding sentence, any Note may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Note a new fully registered Note or Notes, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture.

(c) Any Note, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Notes of the same series and maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Notes are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Notes in accordance with the provisions of this Indenture. All Notes surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee.

(e) The City or the Trustee may make a charge against each Owner requesting a transfer or exchange of Notes for every such transfer or exchange of Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Note issued upon any transfer or exchange and the reasonable expenses of the City and the Trustee in connection therewith, and such charge shall be paid before any such new Note shall be delivered. The City or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Notes.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Developer, the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Notes then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Note is registered on the Register shall be deemed and regarded as the absolute Owner of such Note for all purposes, and payment of or on account of the principal of and interest on any such Note shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Authorization of Notes.

(a) There shall be issued and secured by this Indenture two series of Notes in an aggregate principal amount not to exceed \$5,100,000, as described in **Section 201(a)**.

(b) The Notes, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto. The Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III**), on December 15, 2033, and shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 6.50% per annum. The Notes shall bear interest from their registration date related to each Application for Reimbursable Redevelopment Project Costs or from the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest shall be payable on May 1 and November 1 in each year, beginning on the first Interest Payment Date following the initial transfer of money from the Special Allocation Fund to the Revenue Fund and at maturity. Interest that accrues but remains unpaid on any Interest Payment Date shall not be compounded.

(c) Notwithstanding anything to the contrary, interest on the Notes is subject to adjustment or abatement as provided in **Section 4.3** of the Redevelopment Agreement.

(d) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Notes.

(e) The Notes shall be executed substantially in the form and manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Notes by the Trustee, there shall be filed with the Trustee the following:

- (1) A copy of the Note Ordinance, certified by the City Clerk of the City, approving the issuance of the Notes and authorizing the execution of this Indenture.
- (2) An original executed counterpart of this Indenture.
- (3) A copy of the Redevelopment Agreement, certified by the City Clerk.
- (4) An Opinion of Bond Counsel to the effect that the Notes constitute valid and legally binding obligations of the City.
- (5) A copy of the Redevelopment Plan, certified by the City Clerk of the City.

(6) An Opinion of Bond Counsel to the effect that the Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(7) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Notes.

(f) When the documents mentioned in paragraph (e) of this Section have been filed with the Trustee, and when the Notes have been executed and authenticated as required by this Indenture, the Trustee shall hold the Notes in trust or deliver the Notes to or upon the order of the purchasers thereof pursuant to Section 201(h).

Section 206. Mutilated, Lost, Stolen or Destroyed Notes. If any Note becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Note, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Note has matured, is about to mature or has been called for redemption, instead of issuing a substitute Note the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Note, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Notes Upon Payment. All Notes which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately cancelled upon the payment, redemption or purchase of such Notes and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate describing the Notes so cancelled, and shall file an executed counterpart of such certificate with the City.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption of Notes Generally. The Notes shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Notes.

(a) *Optional Redemption.* The Notes are subject to optional redemption by the City, in whole at any time or in part on any Interest Payment Date, at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) *Special Mandatory Redemption.* The Notes are subject to special mandatory redemption by the City on any Interest Payment Date beginning with the first Payment Date after the City's acceptance of the Certificate of Substantial Completion for either phase of the Project, at the redemption price of

100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount (subject to **Section 303**) equal to the amount which, 40 days (20 days if all of a series of the Notes are owned by a Developer Entity) prior to each Interest Payment Date, is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

Section 303. Selection of Notes to be Redeemed.

(a) Notes shall be redeemed only in Authorized Denominations. Except as otherwise provided in **Section 302**, when less than all of the Outstanding Notes are to be redeemed and paid prior to maturity, the Series 2011A Notes shall be redeemed first and then any Series 2011B Notes shall be redeemed, and within any maturity the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as it may determine.

(b) In the case of a partial redemption of Notes when Notes of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Note of the denomination of the minimum Authorized Denomination.

Section 304. Notice of Redemption of Notes.

(a) In the case of Notes called for redemption under **Section 302(a)**, the Trustee shall call Notes for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days (15 days if all of a series of the Notes are owned by a Developer Entity) prior to the redemption date of a written request of the City. Unless waived by any Owner of Notes to be redeemed, official notice of any redemption of any Note shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days (5 days if all of a series of the Notes are owned by a Developer Entity) prior to the date fixed for redemption to the Owner of the Note or Notes to be redeemed at the address shown on the Register; provided, however, that failure of any Owner to receive notice given as provided in this Section or any defect therein as to any particular Note shall not affect the validity of any proceedings for the redemption of any Notes.

(b) All official notices of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all Outstanding Notes are to be redeemed, the identification number, series and maturity date(s) (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(c) The Trustee shall mail by first-class mail to the City and the Developer a copy of each redemption notice.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, the City shall deposit moneys or Government Securities with the Trustee as provided in Sections 402 and 902 to pay the Notes called for redemption, including accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in Section 304, the Notes or the portions of the principal amount of Notes thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds. The following funds of the City are hereby created and established with the Trustee:

- (a) Revenue Fund, which shall contain a PILOTS Account and an EATS Account, and within the EATS Account, a TIF Subaccount and a TDD Subaccount.
- (b) Debt Service Fund.
- (c) Project Fund.

Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom. Separate subaccounts shall be kept in the Project Fund and the Debt Service Fund for each series of Notes.

Section 402. Revenue Fund.

(a) On or before the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Notes remain Outstanding following the initial receipt of Payments in Lieu of Taxes and Economic Activity Tax Revenues, the City shall transfer (i) 50% of all Net Proceeds constituting Payments in Lieu of Taxes as of the last day of the preceding month to the Trustee for deposit into the PILOTS Account of the Revenue Fund and (ii) all Net Proceeds constituting Economic Activity Tax Revenues as of the last day of the preceding month to the Trustee for deposit into the EATS Account of the Revenue Fund, with all Economic Activity Tax Revenues (excluding TDD Sales Tax Revenues captured as Economic Activity Tax Revenues) to be deposited into the TIF Subaccount and TDD Sales Tax Revenues that are Economic Activity Tax Revenues to be deposited into the TDD Subaccount.

If the Notes have not been fully repaid by May 1, 2023 (subject to extension as provided in the Redevelopment Agreement), interest on the Outstanding Notes will cease to be paid from the Economic Activity Taxes associated with all taxing districts except the TDD (the “Non-TDD TIF Revenue”)

deposited into the TIF Subaccount. Thereafter, the Non-TDD TIF Revenue in the TIF Subaccount will be used to repay only the outstanding principal amount of the outstanding Notes, and the TDD Sales Tax Revenues captured by the TIF Plan (the "TDD EATs") deposited into the TDD Subaccount will continue to be used to pay interest on the outstanding principal amount of the Notes. At Developer's election, at the conclusion of the initial Notes Amortization Period, all or a designated portion of the TDD EATs deposited into the TDD Subaccount may also be used to repay principal on the outstanding Notes. The payments from such sources shall continue until the principal amount of the outstanding Notes has been fully repaid from the Non-TDD TIF Revenues.

Each such transfer shall be accompanied by a written report in substantially the form attached hereto as **Exhibit C**. If the City has no Net Proceeds to transfer to the Trustee pursuant to the preceding sentence, the City shall so notify the Trustee in writing on or before the date on which such transfer would otherwise be required.

(b) Subject to **Section 402(a)** related to allocation of Net Proceeds, on each Interest Payment Date, moneys which, according to the Trustee's records, were on deposit in the Revenue Fund on the 40th day (20th day if all of the Notes are owned by a Developer Entity) prior to each Interest Payment Date, shall be applied, paid, transferred or deposited by the Trustee (first from moneys on deposit in the EATS Account and then from the PILOTS Account) for the purposes and in the amounts as follows:

(1) Payment of arbitrage rebate, if any, owed with respect to the Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(2) Payment of fees and expenses owing to any Trustee for the Notes, upon delivery to the City of an invoice for such amount;

(3) Reimbursement to the Developer and the City (paid in priority based on when the amount has been incurred and paid) for Financing Costs and Administrative Costs incurred (i) pursuant to **Section 2.5** of the Redevelopment Agreement, and (ii) in connection with the issuance of the Notes;

(4) Payment of the fees and expenses incurred by the City in the administration of the Redevelopment Plan (but not to exceed \$20,000 per year for the first two years following execution of the Redevelopment Agreement and then not to exceed \$10,000 per calendar year);

(5) Reimbursement to any district providing emergency services within the Redevelopment Area, to the extent required by Section 99.848 of the TIF Act or, in lieu thereof, such amount (if any) as may be set forth in a cooperative agreement between the City and any such district;

(6) Payment of interest becoming due on the Series 2011A Notes and then on the Series 2011B Notes on each Interest Payment Date;

(7) Payment of principal of (by reason of maturity or mandatory redemption) the Series 2011A Notes on each interest payment date; and

(8) Payment of principal of (by reason of maturity or mandatory redemption) the Series 2011B Notes on each interest payment date.

(c) If the money in the Debt Service Fund is insufficient to pay all accrued interest on the Notes on any Interest Payment Date, then such money shall be applied first to the payment of the Series 2011A Notes and then to the Series 2011B Notes ratably to the payment of interest, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege. Any unpaid interest on the Notes shall not be compounded.

(d) Upon the payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Notes as the same mature and become due or upon the redemption thereof.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Notes as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Notes.

(c) The Trustee shall use any moneys remaining in the Debt Service Fund to redeem all or part of the Notes Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Notes theretofore matured or called for redemption.

(d) After payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City for deposit into the Special Allocation Fund.

Section 404. Project Fund. Upon (a) the Developer's submission of a Application for Reimbursable Project Costs in accordance with **Exhibit D** hereto and the City's approval thereof and (b) the endorsement of a Note pursuant to **Section 203(c)**, the Developer shall be deemed to have advanced funds necessary to purchase such Note and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund. The City shall promptly provide a copy of each Application for Reimbursable Project Costs and the Certificate of Substantial Completion (as defined in the Redevelopment Agreement) to the Trustee upon the City's approval thereof.

Section 405. Non-Presentation of Notes.

(a) If any Note is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Note. The Trustee shall give notice to the Owners of the Notes that it is holding for their benefit sufficient funds for the payment thereof.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Notes within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

(a) Moneys in all funds under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, then the Trustee is authorized to invest such moneys in Investment Securities described in subparagraph (f) of the definition thereof. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department. The Trustee shall not be liable for any loss resulting from any investments made in accordance herewith.

(b) All investments shall constitute a part of the fund from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund to any other fund in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund,

investments shall be valued at the lower of their original cost or their fair market value on the date of such valuation.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Notes and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Notes and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Notes has been duly and effectively taken; and that the Notes in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Aldermen for each fiscal year that the Notes are Outstanding a request for an appropriation of moneys in the Economic Activity Tax Account for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in Section 402.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Notes and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described. The Redevelopment Agreement and all other documents or instruments required by the Trustee shall be delivered to and held by the Trustee.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements and such other documents as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Notes and the rights of the Trustee hereunder. The Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. The City hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its

duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Notes, the Special Allocation Fund and to the distribution of proceeds thereof shall at all reasonable times be open to inspection by such accountants or other agencies or persons as the other party or the Developer may from time to time designate.

Section 608. Reserved.

Section 609. Collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues. The City shall, at the written request of the Owners of a majority in aggregate principal amount of Notes then Outstanding and upon receipt by the City from said Owners of an amount deemed necessary, in the sole judgment of the City, to enable the City to comply with this Section, (a) take all lawful action within its control to cause the Assessor of Camden County, Missouri to assess the real property and improvements within the Redevelopment Area at the times and in the manner required by the Act, and (b) take such action as may be required to cause the Collector of Revenue of Camden County, Missouri and all other persons to pay all Economic Activity Tax Revenues which are due to the City under the Act.

Section 610. Enforcement of Redevelopment Agreement.

(a) The City shall enforce the provisions of the Redevelopment Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The City shall notify the Trustee in writing as to any material failure of performance under the Redevelopment Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Notes. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Redevelopment Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any one or more of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default:"

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Notes contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of Notes then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or

(b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

The Trustee shall give written notice of any Event of Default to the City and the Developer as promptly as practicable after the occurrence of an Event of Default becomes known to the Trustee.

Section 702. Acceleration.

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding, by notice in writing delivered to the City and the Developer, declare the principal of all Notes then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the City, the Developer and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (1) reasonable compensation to the Trustee, its agents and counsel, and (2) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**. Whenever all that is due upon the Notes has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

(b) While in possession of the Trust Estate, the Trustee shall render annually to the City and the Developer a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Notes then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding and indemnified as provided in **Section 801(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners.

(c) All rights of action under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Notes.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)**, and

(b) such default has become an Event of Default, and

(c) the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(l)**, and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other

remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Notes then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Note at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Notes to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Note expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Notes then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801**.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture or pursuant to any right given or action taken under this Article shall, after payment of the reasonable costs, advances and expenses of the proceedings resulting in the collection of such moneys, and subject to the provisions of **Section 703**, be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Notes has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* – To the payment to the Persons entitled thereto of all installments of interest then due and payable on the Notes, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Notes to the extent permitted by law, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege.

(2) *Second* – To the payment to the Persons entitled thereto of the unpaid principal of any of the Notes that have become due and payable (other than Notes called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Notes has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Notes, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Note

over any other Note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Notes has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Notes shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all of the Notes and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid (including without limitation those of its agents or counsel), and any other amounts required to be paid under this Indenture, any balance remaining in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act or refrain from acting and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802**, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Notes (except with respect to the Certificate of Authentication of the Trustee endorsed on the Notes), or for the recording or rerecording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the Redevelopment Area or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Notes. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V**.

(d) The Trustee shall not be accountable for the use of any Notes authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Note, shall be conclusive and binding upon all future Owners of the same Note and upon Notes issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative or Authorized Developer Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any Event of Default unless the Trustee is specifically notified in writing of such Event of Default by the City, the Developer, or by the Owners of at least 25% in aggregate principal amount of all Notes then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Redevelopment Area, including all books, papers and records of the City pertaining to the Developer, and the Notes, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Notes, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Notes, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under Article II concerning the payment of principal and interest on the Notes, declaring an Event of Default and accelerating the maturity of the Notes, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent

required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than 75% in principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee and Paying Agent.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Notes. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Note, upon all moneys in its possession under any provisions hereof for the foregoing

advances, fees, costs and expenses incurred. Notwithstanding the foregoing, if moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph (2) of **Section 402(b)** on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Prime Rate plus 2%.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall give written notice thereof to the City and the Developer and within thirty (30) days (five Business Days if the maturity of the Notes has been accelerated pursuant to **Section 702**) by first class mail to the Owners of all Notes then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Notes, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of Notes then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorney's fees and expenses. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Developer and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Developer and signed by the Owners of a majority in aggregate principal amount of Notes then Outstanding. If no Event of Default has occurred and is continuing, or no event exists that constitutes or with the giving of notice or passage of time would constitute a default or Event of Default, the Trustee may be removed for cause or without cause (including the failure of the City and the Trustee to agree on the reasonableness of the fees and expenses of the Trustee under this Indenture) at any time by an instrument or concurrent instruments in writing delivered to the Developer and the Trustee, and signed by the City, with the consent of the Developer (which consent will not be unreasonably withheld and will only be required while a Developer Entity is the owner of all the Notes). The City, the Developer or the Owners of a majority in aggregate principal amount of the Notes then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has been appointed pursuant to **Section 807** and has accepted its appointment under **Section 809**.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the

City (provided no Event of Default has occurred and is continuing), with the consent of the Developer (which consent will not be unreasonably withheld and will only be required while a Developer Entity is the owner of all the Notes) or the Owners of a majority in aggregate principal amount of Notes then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the City or the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by the City or such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under **Section 809**.

Section 808. Qualifications of Successor Trustees. Any trustee appointed in succession to the Trustee hereunder shall be a trust institution or commercial bank with a corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$50,000,000. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; and the obligations and duties of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be reasonably required by any predecessor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Redevelopment Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be reasonably required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. The Trustee shall render an annual statement for each calendar year ending December 31 to the City and the Developer and, if so requested and the expense thereof is paid, to any Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Notes.

(b) The City may appoint one or more additional Paying Agents for the Notes. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Notes until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Notes when such Notes are duly presented to it for payment or redemption, which Notes shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(d) If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason,

and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Notes have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees, charges and expenses of the Trustee and the Paying Agent to the date of payment of the Notes, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Fund required to be paid to the Owners under **Section 403**, except amounts set aside for payment of arbitrage rebate, if any, and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Notes.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Notes then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Notes Deemed to Be Paid.

(a) Notes shall be deemed to be paid within the meaning of this Article when payment of the principal on such Notes, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment. At such time as a Note is deemed to be paid hereunder as aforesaid, such Note shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Notes which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Notes as aforesaid until, as to all such Notes which are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Notes and interest thereon shall be applied to and be used solely for the payment of the particular Notes and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Notes for sale under the securities laws of any state of the United States;
- (e) To provide for the refunding of any Notes in accordance with the terms hereof;
- (f) To evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or
- (g) To make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Note;

- (b) a reduction in the principal amount, redemption premium or any interest payable on any Note;
- (c) a privilege or priority of any Note or Notes over any other Note or Notes;
- (d) a reduction in the aggregate principal amount of Notes the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee or such other office as the Trustee may designate for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Notes Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Developer's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights or obligations of the Developer shall not become effective unless and until the Developer has consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed to the Developer at least 45 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1004. Opinion of Bond Counsel. Notwithstanding anything to the contrary in Sections 1001 or 1002, before the City and the Trustee enter into any Supplemental Indenture pursuant to Section 1001 or 1002, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such

Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Note) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes and the amount or amounts, numbers and other identification of such Notes, and the date of holding the same shall be proved by the Register.

Section 1102. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City, the Trustee or the Developer if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, confirmed by telephone, on the same day, addressed as follows, provided that notice to the Trustee shall be effective only upon receipt:

(a) To the City at:

City of Osage Beach, Missouri
Osage Beach City Hall
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Administrator
Fax: (573) 302-2009

With a copy to:

City of Osage Beach, Missouri
Osage Beach City Hall
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Attorney
Fax: (573) 302-0528

and

Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attention: E. Sid Douglas III
Fax: (816) 221-1018

(b) To the Trustee at:

UMB Bank, N.A.
 2 South Broadway, Suite 600
 St. Louis, Missouri 63102
 Attention: Corporate Trust Department
 Fax: (314) 612-8498

(c) To the Developer at:

Dierbergs Osage Beach, LLC
 16690 Swingley Ridge Road
 Chesterfield, Missouri 63017
 Attention: Jerry Ebest
 Fax: (636) 812-1607

With a copy to:

Lewis, Rice & Fingersh, L.C.
 600 Washington Ave., Suite 2500
 St. Louis, MO 63101
 Attention: Beverly Marcin
 Fax: (314) 612-7678

(d) To the Owners:

By first class mail addressed to each of the Owners of all Notes at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Notes shall be deemed given at the time of mailing whether or not actually received by the Owners of the Notes.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Notes is intended or shall be construed to give any person other than the parties hereto, the Developer and the Owners of the Notes, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto, the Developer and the Owners of the Notes as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Notes or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on

any unmatured or unredeemed Notes from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Notes.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City of Osage Beach, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused these presents to be signed in its name by a duly authorized officer, all as of the day and year first above written.

CITY OF OSAGE BEACH, MISSOURI

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

000106

**UMB BANK, N.A.,
as Trustee**

By: _____
Title: Senior Vice President

EXHIBIT A

FORM OF TIF NOTES

**THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO AN APPROVED INVESTOR
AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-___**

**Registered
(1), (2)
Up to \$ _____
(See Schedule A attached)**

**CITY OF OSAGE BEACH, MISSOURI
TAX INCREMENT REVENUE NOTE
(DIERBERGS OSAGE BEACH PROJECT)
SERIES 2011[A] [B]**

Interest Rate: 6.50%⁽³⁾

Maturity Date: ___⁽⁴⁾

REGISTERED OWNER:

PRINCIPAL AMOUNT: NOT TO EXCEED _____.

The **CITY OF OSAGE BEACH, MISSOURI**, a fourth class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most

⁽¹⁾ Principal amount is subject to reduction as provided in **Section 202** of the Indenture. The City may also withhold endorsement of the final 10% of the maximum principal amount until it accepts the Certificate of Substantial Completion.

⁽²⁾ Includes the aggregate principal amount of Notes actually authenticated and endorsed by the Trustee as provided in **Section 201** of the Indenture.

⁽³⁾ Interest Rate subject to abatement as provided in **Section 4.3** of the Redevelopment Agreement.

⁽⁴⁾ The Notes are subject to cancellation prior to the Maturity Date as provided in the Indenture and the Redevelopment Agreement.

recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate shown above. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an "Interest Payment Date"), beginning on the first Interest Payment Date following the initial transfer of money from the Special Allocation Fund to the Revenue Fund, and at maturity. Interest that remains unpaid on any Interest Payment Date shall not be compounded. Interest on the Notes is subject to abatement and adjustment as provided in the Redevelopment Agreement.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture or the Redevelopment Agreement (as hereinafter defined).

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTES TO THE CONTRARY, (1) THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN PART WITHOUT PAYMENT UNDER THE CONDITIONS DESCRIBED IN SECTIONS 4.2 AND 8.3 OF THE REDEVELOPMENT AGREEMENT, (2) THE PRINCIPAL AMOUNT OF THE NOTES IS SUBJECT TO REDUCTION IN ACCORDANCE WITH SECTIONS 4.2 AND 4.5 OF THE REDEVELOPMENT AGREEMENT, AND (3) INTEREST ON THE NOTES IS SUBJECT TO ABATEMENT PURSUANT TO SECTION 4.3 OF THE REDEVELOPMENT AGREEMENT IF THE NOTES ARE NOT FULLY REPAID WITHIN THE EXPECTED AMORTIZATION PERIOD. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE SERIES 2011 NOTES TERMINATE ON DECEMBER 15, 2033, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST THEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE INDENTURE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Note shall be paid at maturity or upon earlier redemption to the Person in whose name this Note is registered on the Register at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office of UMB Bank, N.A., St. Louis, Missouri (the "Trustee") or such other office as the Trustee shall designate. The interest payable on this Note on any Interest Payment Date shall be paid to the Person in whose name this Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) in the case of a principal or interest payment to any registered owner of either (i) all of the Notes Outstanding of a particular series of the Notes, or (ii) \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such registered owner upon written notice given to the Trustee by such registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the name and account number to which such registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is one of an authorized series of fully-registered notes of the City designated "City of Osage Beach, Missouri, Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011[A][B]," which aggregate a principal amount of up to \$5,100,000 (the "Notes"). The Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, Dierbergs Osage Beach Redevelopment Area, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to a Trust Indenture dated as of May 1,

2011, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "Indenture").

The Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee pursuant to the Indenture. "Pledged Revenues" means all Net Proceeds and all moneys held in the Revenue Fund and the Debt Service Fund under the Indenture, together with investment earnings thereon. "Net Proceeds" means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) all Economic Activity Tax Revenues on deposit in the EATS Account of the Special Allocation Fund that have been appropriated to the repayment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City that is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum. If the Notes have not been fully repaid by May 1, 2023 (subject to extension as provided in the Redevelopment Agreement), interest on the outstanding Notes will cease to be paid from the Net Proceeds associated with all taxing districts except the TDD (the "Non-TDD TIF Revenue"). Thereafter, the Non-TDD TIF Revenue will be used to repay only the outstanding principal amount of the outstanding Notes, and the TDD Sales Tax Revenues captured by the TIF Plan (the "TDD EATs") will continue to be used to pay interest on the outstanding principal amount of the Notes. At Developer's election, at the conclusion of the initial Notes Amortization Period (as defined in the Redevelopment Agreement), all or a designated portion of the TDD EATs may also be used to repay principal on the outstanding Notes. The payments from such sources shall continue until the principal amount of the outstanding Notes has been fully repaid from the Non-TDD TIF Revenues.

"Payments in Lieu of Taxes" on deposit in the Pilots Account of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in the Redevelopment Area over and above the certified total initial equalized assessed valuation of such Redevelopment Area, as provided for by Section 99.855 of the Act.

"Economic Activity Tax Revenues" on deposit in the Economic Activity Tax Account of the Special Allocation Fund are amounts equal to 50% of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2009 (subject to annual appropriation by the City as provided in the Act), but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments or taxes imposed pursuant to Section 94.660, R.S.Mo.

The Notes shall not constitute debts or liabilities of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. Neither the City, the Tax Increment Financing Commission of the City of Osage Beach, the commissioners of said Commission, the officers and employees of the City nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

Pledged Revenues shall be applied to payments on the Notes as set forth in the Indenture.

The Notes are subject to optional redemption by the City in whole at any time or in part on any Interest Payment Date at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption, as provided in the Indenture.

The Notes are subject to special mandatory redemption by the City on any Interest Payment Date, beginning with the first Interest Payment Date after the City's acceptance of the Certificate of Substantial Completion, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days (20 days if all of the Notes are owned by a Developer Entity) prior to each Interest Payment Date, is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (5 days if all of the Notes are owned by a Developer Entity) prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Notes or portions of Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Note called for redemption to remain Outstanding.

Notes shall be redeemed in Authorized Denominations. When less than all of the Outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes shall be redeemed in the order of maturity designated by the City, and within any maturity the Notes shall be redeemed in Authorized Denominations by the Trustee in such equitable manner as it may determine.

The Notes are issuable in the form of fully-registered Notes in the denomination of one cent or any integral multiple thereof.

This Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS THAT TERM IS DEFINED IN THE INDENTURE. Accordingly, this Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the Person in whose name this Note is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Notes have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF OSAGE BEACH, MISSOURI** has executed this Note by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on **Schedule A**.

CITY OF OSAGE BEACH, MISSOURI

(Seal)

By: _____
Mayor

Attest:

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Note on the books kept by the Trustee for the
registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the
Registered Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as
defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE A

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of the Notes described in the within-mentioned Indenture.

| <u>Date⁽¹⁾</u> | <u>Additions to Principal Amount</u> | <u>Principal Amount Paid</u> | <u>Outstanding Principal Amount</u> | <u>Authorized Signatory of Trustee</u> |
|---------------------------|--|----------------------------------|---|--|
| _____, 20__ | \$ | \$ | \$ | |
| _____, 20__ | | | | |
| _____, 20__ | | | | |
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| _____, 20__ | | | | |
| _____, 20__ | | | | |
| _____, 20__ | | | | |

⁽¹⁾ Date of Acceptance by the City of related to an Application for Reimbursable Project Costs (which constitutes Date of Registration with respect to such portion of the Note).

EXHIBIT B**PURCHASER'S LETTER OF REPRESENTATIONS**

[Date]

City of Osage Beach
Osage Beach City Hall
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Administrator

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: City of Osage Beach, Missouri, Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$5,100,000 principal amount of Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series 2011 (the "Notes"), issued by the City of Osage Beach, Missouri (the "City"). The Notes are secured in the manner set forth in Ordinance No. _____ of the City, adopted on April __, 2011 (the "Ordinance") and in the Trust Indenture dated as of May 1, 2011 (the "Indenture"), between the City and UMB Bank, N.A., as Trustee. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Notes. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Notes. The undersigned understands that the Notes are repayable solely from Pledged Revenues (as defined in the Indenture) and, with respect to a portion of the funds therein, subject to annual appropriation by the Board of Aldermen.

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Notes. The undersigned acknowledges that the City and Dierbergs Osage Beach, LLC (the "Developer") have offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Notes, this financing transaction, the City and the Developer.

3. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Notes based solely upon its own inquiry and analysis.

4. The undersigned understands that the Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction. The Notes issued by the City are payable only from the Special Allocation Fund and Note Proceeds and from no other source. In no event will the City appropriate funds from the City's general fund or from any fund other than the Special Allocation Fund to repay or prepay Notes.

5. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

6. The undersigned is purchasing the Notes for its own account for investment (and not on behalf of another) and has no present intention of reselling the Notes or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

7. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Notes shall be limited to the sale, assignment, negotiation or transfer to an Approved Investor (as defined in the Indenture).

8. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Notes in violation of this letter.

9. The undersigned has satisfied itself that the Notes may be legally purchased by the undersigned.

10. The undersigned represents to each of you that the undersigned is an Approved Investor.

Sincerely,

as Purchaser

By: _____
Title: _____

EXHIBIT C

FORM OF MONTHLY REPORT

[Date]

UMB Bank, N.A., as Trustee
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: City of Osage Beach, Missouri, Tax Increment Revenue Notes (Dierbergs Osage Beach Project), Series A and B

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums which were received by the City during the month of _____, [year]:

\$ _____ Net Proceeds constituting **Payments in Lieu of Taxes**
(for deposit into the PILOTS Account of the Revenue Fund)

\$ _____ Net Proceeds constituting **Economic Activity Tax Revenues**
(for deposit into the EATS Account of the Revenue Fund)

All moneys so received, totaling \$ _____, have been transferred to UMB Bank, N.A., as Trustee (the "Trustee") under the Trust Indenture dated as of May 1, 2011, between the Trustee and the City. All capitalized terms not defined herein shall have the meanings ascribed for them in said Indenture.

The City has retained Net Proceeds constituting Payments in Lieu of Taxes in the amount of \$ _____ as surplus funds to be distributed to affected taxing jurisdictions in compliance with the Redevelopment Agreement.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Title: _____

EXHIBIT D**APPLICATION FOR REIMBURSABLE PROJECT COSTS**

TO: City of Osage Beach, Missouri
Attention: City Administrator

Re: Dierbergs Osage Beach Redevelopment Project Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of ____, 2011 (the "Agreement") between the City of Osage Beach, Missouri (the "City") and Dierbergs Osage Beach, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Redevelopment Plan Ordinance and the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to an Ordinance authorizing the issuance of Obligations, and no part thereof has been included in any other Application previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate Application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

10. Construction of the Project is in compliance with the Project Schedule set forth in **Exhibit D** to the Agreement.

Dated this ____ day of _____, 20____.

DIERBERGS OSAGE BEACH, LLC

a Missouri limited liability company

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 201__, and represents an increase in the principal amount of the Series 2011[A][B] Notes as of the date approved by the City:

CITY OF OSAGE BEACH, MISSOURI

By: _____

Name: _____

Title: _____

Submission Date: April 25, 2011
Submitted By: Planning Commission
Board Meeting Date: May 5, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill No. 11-29: Request for approval of Rezoning Case No. 357 – Terry Ross

Rezone 4.46 acres of property from A-1 (Agriculture) and C-1 (General Commercial) to R-3 (Multi-family Residential) and R-1a (Single family Residential).

Location:

Between Ledges Drive and Port Lane with frontage on Dude Ranch Road.

Names of Persons, Businesses, Organizations affected by this action:

The applicants and adjacent property owners may be affected by this decision.

Why is Board Action Required?

The City's zoning code requires Board action on Planning Commission recommendations for rezoning. (Code Reference 405.610).

Type of Action Requested (Ordinance, Resolution, Motion):

Ordinance: Motion to approve first reading of Bill No. 11-29.

Are there any deadlines associated with this action?

90 day rule

000121

Department Comments and Recommendation:

Applicant: Terry Ross
Location: Between Ledges Dr. and Port Lane with frontage on Dude Ranch Rd.
Petition: Rezoning from A-1 (Agriculture) and C-1 (General Commercial) to R-3 (Multi-family Residential) and R-1a (Single family Residential).
Existing Use: The subject property is vacant.
Zoning: A-1 (Agriculture) and C-1 (General Commercial)
Tract Size: 4.46 acres

| | <u>Surrounding Zoning:</u> | <u>Surrounding Land Use:</u> |
|----------------------|--|-------------------------------------|
| <u>North:</u> | C-1 (General Commercial) | Condo Development/ Single family |
| <u>South:</u> | R-1 zones | Single family |
| <u>East:</u> | R-3 (Multi-family) C-1 (Commercial) | Apartments/Marina/ S family |
| <u>West:</u> | C-1 w/ PUD overlay | Resort Residential |

The Osage Beach Comprehensive Plan
Designates this area as appropriate for: Moderate and high density residential

| <u>Rezoning History</u> | <u>Case #</u> | <u>Date</u> |
|--------------------------------|----------------------|--------------------|
| Diamond Pointe | 281 (withdrawn) | September 14, 2004 |

Utilities: Water: City Electricity: Ameren UE
Sewer: City

Access: Property has frontage on Dude Ranch Road, Port Lane, and Ledges Drive.

Agenda Item Summary Sheet
May 5, 2011
Ross Rezoning Case No. 357

Analysis:

1. The applicant is the owner of the vacant property in question. The applicant recently purchased the property from a lending institution that had repossessed it.
2. The character of the area is mixed containing single-family homes, condominiums, apartments, Blue Moon Marina, and RT's Cove (lake front resort residential). The subject property requested for rezoning to R-3 is surrounded on all sides by properties zoned C-1 (General Commercial) or R-3 (Multi family) except for the piece of property being requested for R-1a (Single Family) by the applicant that is located on the frontage of Dude Ranch Road.
3. The applicant intends to build three large lot single family homes on the Dude Ranch Road frontage and several apartment buildings containing approximately sixty (60) units total on the property being requested for R-3 (Multi-family). As part of the apartment development the applicant is required to provide playground area and is also planning to build a club house and pool facility.
4. The applicant has also met with the City Engineer and has had discussions with several of the surrounding property owners to discuss the possible reconstruction of Port Lane.

Department Comments:

In this situation we have a piece of property that has multiple zoning districts within the project area, none of which meet the long range goals of the Comprehensive Plan. The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. If the applicant develops the maximum 60 units on the R-3 property and the 3 single family homes on the Dude Ranch frontage that would equate to 14 units per acre for this property meaning a total of four units above what is recommended by the Comprehensive Plan if applied at its strictest interpretation.

Under the Section 405.610 of the City Code of Ordinances for Amendments and Changes, bullet point 6 gives five matters that the city should consider before making a change in the zoning of property.

1. Relatedness of the proposed amendment to the goals and outlines of the long range physical plan for the City:

As I have already stated, the request would allow for four total units for this property beyond what is recommended by the Comprehensive Plan. However, when you take into account the other development that has taken place in the area recently, the number of units in the area is relatively low when considering the number of units that are approved within RT's Cove for its amount of acreage. The city certainly has control of any other project requests for this area and will not allow an oversaturation of development to take place in the corridor.

The Comprehensive Plan also encourages the City to provide additional work force housing when the opportunity arises to locate it on property where it is compatible.

2. Existing uses of property within the general area of the property in question:

As previously stated the area surrounding the subject property contains mixed uses including single-family residential, apartments, resort residential (RT's Cove), a lake front marina, and condominium development.

The request as it is presented is compatible with the surrounding uses more so than any other requests that we could see. Single family development on the Dude Ranch frontage protects the integrity of the development that has taken place on Dude Ranch Road which has been predominately single family. And the development of multi family on the remainder of the property allows for a usage that is fitting with the more intense uses taking place down Port Lane.

Existing residential subdivisions are not immediately adjacent to the property being requested for rezoning to R-3 and should receive minimal impact from this request. That being said, I am very aware of the stigma that often accompanies these requests and that those who live in those subdivisions may be concerned about this request. You can expect opposition to this request because of this concern.

3. The zoning classification of property within the general area of the property in question:

As I stated previously the subject property is surrounded on all sides by more intensive zoning districts, the least of which carries the same zoning designation being requested by the applicant. I am sure you noticed that there are some single family dwellings in the area surrounding the subject property. Those homes are built within a C-1 zone or higher density residential zone. Many of those homes have been built, constructed additions to, or remodeled with a Special Use Permit for residential construction in a commercial zone.

4. The suitability of the property in question to the uses permitted under the existing zoning classification:

The subject property currently maintains two different zoning districts, those being A-1 (Agriculture) and C-1 (General Commercial). As we know undeveloped property, regardless of zoning classification, has little impact on the surround properties, but if someone were to use the land for a general agricultural activity, a public stable, or a group home as they would be permitted to under the current zoning designation that could have some negative impact. Now, I understand that Osage Beach does not have what most would consider optimal farm land, so the likelihood of some of the permitted activities taking place is low at best, but they must be considered.

On the other hand, the commercial property, however small, could house some undesirables. The vast majority of the inquiries that I have fielded on the subject property have indicated a desire to rezone the entire piece to C-1 or Industrial for the purpose of locating a public storage unit facility on it and the 3 acre parcel that is already zoned commercial and came with the purchase of the subject property. Those making that type of inquiry were told that they would not receive a favorable recommendation from the Planning Department on that type of request.

From a Planning perspective, the City would benefit from a change of zoning classification on this property to something more appropriate.

5. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification:

Over the last couple of years development city wide has been slower than what we had grown accustomed to. With that the only development of a considerable nature that is occurring in the area containing the subject property is RT's Cove which is the private resort taking place to the immediate west of the subject property. The current construction taking place in RT's Cove is a recreation/ meeting facility and some resort townhome units.

With the above conditions I believe the request is in conformance with the basis of both planning practices and the Comprehensive Plan which is to coordinate compatible uses assuring that they exist in the appropriate locations while providing the City the opportunity to provide flexibility in the housing inventory. **The Planning Department recommends approval of this request based on the analysis of the conditions pertaining to the subject request.**

Planning Commission Recommendation:

The Planning Commission recommended denial of Rezoning Case #357 with five negative votes and four positive votes.

City Administrator's Comments:

While there were many individuals who spoke against this rezoning at the Planning Commission meeting held April 12, 2011, a decision should be made based on the above five points.

000125

APPLICATION FOR REZONING/SPECIAL USE PERMIT
CITY OF OSAGE BEACH, MISSOURI

CASE # 357

RECEIVED

Please read the attached information thoroughly before completing this application

Instructions:

All questions must be answered in black ink. Please PRINT or TYPE. If a question is not applicable, indicate so by 'N/A'.

Application must be signed by applicant, dated and notarized. Applications mailed or submitted without notarized signatures will be returned via regular mail.

1) Name of property owner: Terry Ross

Address: 1325 Westhoff Dr. Osage Beach, MO 65065

Phone: 573-216-3545 Fax: _____

List all owners of the property. If corporation or partnership, list names, addresses and phone number of principal officers or partners:

Terry Ross

2) Name of landowner's representative, if different from above: _____

Address: _____

Phone: _____ Fax: _____

3) All correspondence relative to this application should be directed to whom? _____

Terry Ross

4) General location of property to be rezoned or for which special use permit is sought: (Include street number

for existing structures): Property lying between Dude Ranch Rd., Port lane, & Ledges Drive.

5) Do you have a specific use proposed for this property? Yes: No: _____

Explain all uses: Residential & Multi family

6) Area of property in square feet or acres: Proposed R3 3.51 acres / Proposed R1 1.96 acres

7) Present zoning classification: A1 000126

8) Sources of utilities:

Water: City Gas: _____

Sewer: City Electric: Ameren

9) Proposed zoning classification: R3 + R1

10) How long have you owned this property? less than a year

11) Present use of property: (Describe all present improvements) None

12) Present use of all property adjacent to subject property:

North: Condos Commercial South: Residential

East: Marina Commercial West: Resort Residential

(13) If zoning district or comparable use to that proposed adjoins or lies within the near vicinity of the subject property, please describe the use and it's location:

14) Do you own property abutting or in the near vicinity of the subject property? Yes No: _____

If yes, where is this property located and why was it not included in this application:

15) Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? Yes: _____ No If yes, please remit copy of restrictions with recorder of Deeds book and page number.

16) To your knowledge, has any previous application for the reclassification of the subject property been submitted? Yes: _____ No

17) How, in your opinion, will the zoning affect Public facilities (sewer, water, schools, roads, etc.)? 000127

what mitigating measures does the applicant propose to address these problems if any? Applicant should include letter from or regarding City Engineering Department review of proposed zoning. *It will improve*

the area. Existing roadways, sewer lines, & water lines will handle the development.

18) How, in your opinion, will rezoning affect adjacent properties and what mitigating measures does the applicant propose to address these problems, if any? *It will improve the area & add a greater tax base for Camden County.*

19) List the reasons why, in your opinion, this application for rezoning/special use permit should be granted:

(*May be left blank if adequately described in application letter to Commission.)

The undersigned, having read the procedures and instructions, makes application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri, as explained on this application form. In support of this application, all necessary information is attached.

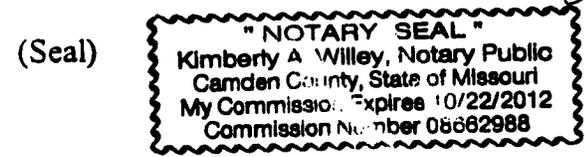
Date of Application 3-14-11 Signature of Applicant *[Signature]*

Signature of Accepting Officer *[Signature]* Signature of Property Owner *[Signature]*

Subscribed and sworn to before me this 14th day of March, 2011

My Commission expires: 10/22/2012

Notary Public *Kimberly A. Willey* State of Missouri, County of Camden



NOTE: Applications not signed and notarized will be removed from the Commission agenda and returned to the applicant via regular mail.

**City of Osage Beach
Planning Commission
1000 City Parkway
Osage Beach, MO 65065**

Subject: Ross Rezone Request

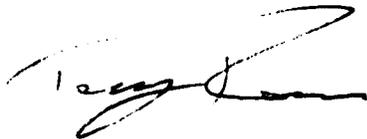
Dear Commissioners,

The property referred to in the zoning request is located along Dude Ranch Road. It is within close proximity to large commercial development, making it an ideal location for R-3 zoned development, which is the planning commissions suggested buffering from C-1, Commercial zoning to R-2, Residential zoning. The property is bordered by paved streets on all sides. The neighboring properties are mostly commercial and multi-family zoning. As recommended by the city personnel, I am requesting R1 zoning along Dude Ranch Road to create a 135 foot (+/-) deep buffer between Cayman Beach Subdivision and the proposed R3 zoned property.

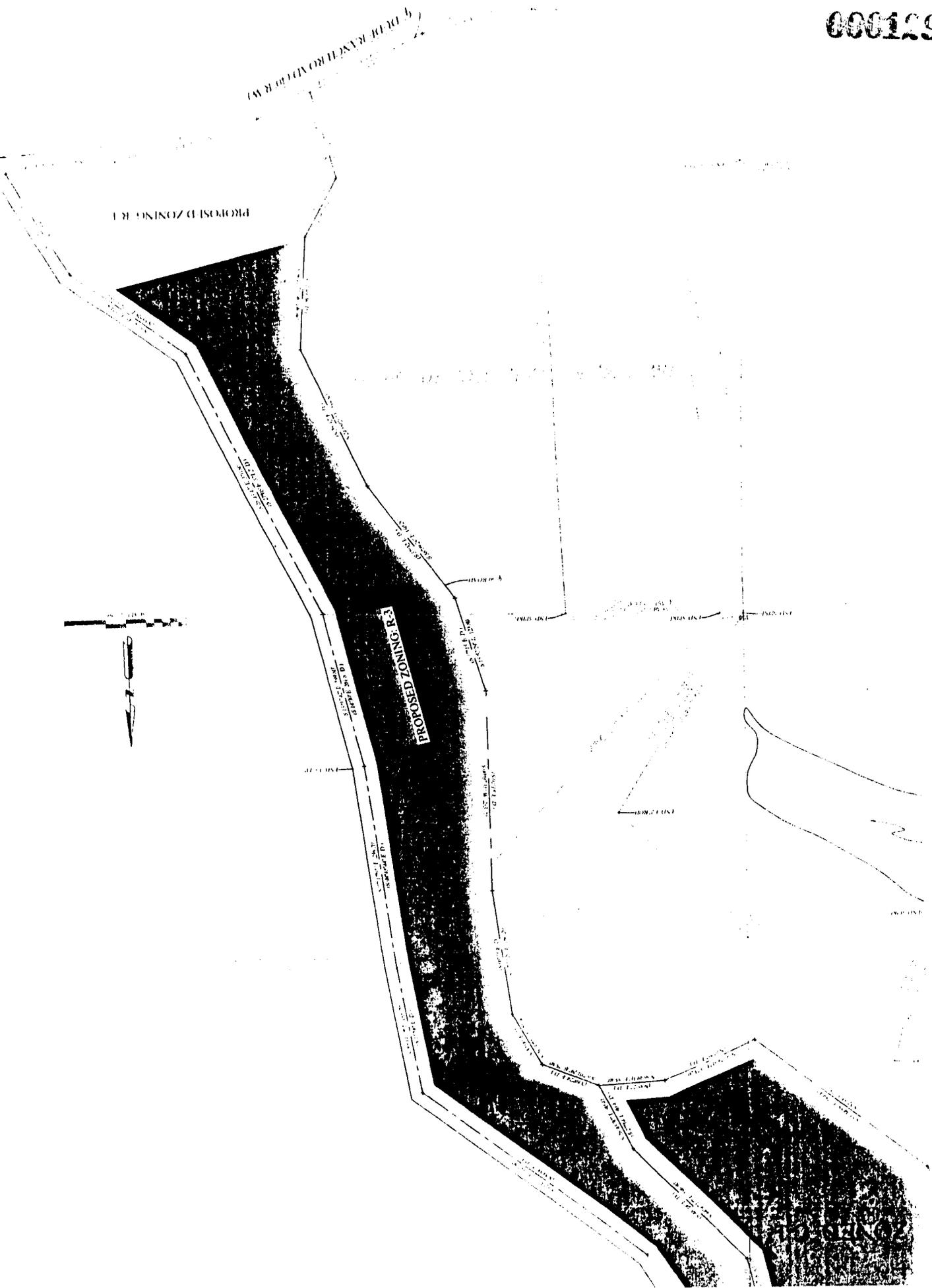
As discussed during meetings with city personnel, the existing roadways, sewer lines, and water lines along Dude Ranch Road and Nichols Road will handle the additional impact that will occur with the proposed zoning request.

This project will be an up scaled development. It will comply with all current adopted City Codes, and will offer a new and desirable living development within the City of Osage Beach.

Sincerely,



Terry Ross, Owner/Developer

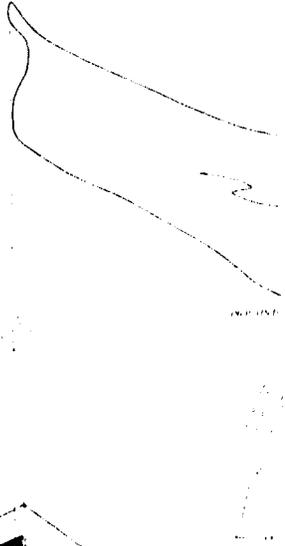
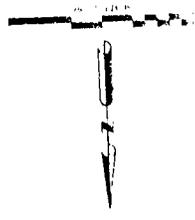


PROPOSED ZONING: R-1

PROPOSED ZONING: R-1

EASEMENT TO...

EASEMENT TO...



Submission Date: April 28, 2011

Submitted By: City Planner

Board Meeting Date: May 5, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Lazy Days Condos Voluntary Annexation

Names of Persons, Businesses, Organizations affected by this action:

The City and its Citizens and Lazy Days Condominium Owners

Why is Board Action Required?

Only the Board has the authority to enact ordinances.

Type of Action Requested (Ordinance, Resolution, Motion):

Public Hearing for voluntary annexation

Are there any deadlines associated with this action?

The public hearing will be held on May 5, 2011. The annexation may be completed if no written objections are received during the fourteen day period following the public hearing.

Comments and Recommendation of Department:

The Lazy Days Condominium Homeowners are requesting annexation of a portion of their development that is out at the very point of the corridor and is left out of the City Limits as the legal description follows a quarter section line in that area. The subject area contains a portion of three of the buildings within the development. The City may resolve that by incorporating the requested annexation property if it is "reasonable and necessary" for the proper growth of the community, as explained by the attached section of the MML Technical Bulletin on Missouri Annexation Law.

Annexation positives for the City:

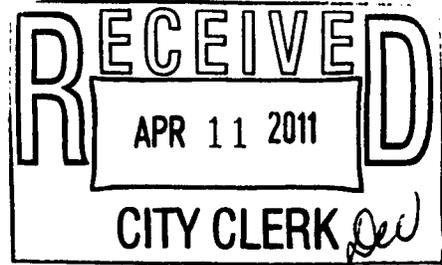
1. At this point there doesn't seem to be a positive or a negative to the City as it pertains to this request for annexation as it appears that the City has approached the entire development as though it is in the City Limits as it pertains to the rates they pay for services and such. This is simply somewhat of a cleanup issue for the applicant in this case.

Policy Concerns:

As we are currently treating this area as if it is in this City, I see no policy concerns with the annexation of this piece of property.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Planner.



PETITION REQUESTING ANNEXATION

We, the undersigned LAZY DAYS CONDO ASSOC and ROBERT MATULA, husband and wife, hereinafter referred to as the Petitioners, for our petition to the Board of Aldermen of the City of Osage Beach, Missouri, state and allege as follows:

- 1. That we are the owners of all fee interests of record in the real estate in CAMDEN County, Missouri, as described. (Attach legal description.)
- 2. That the said real estate is not now a part of any incorporated municipality.
- 3. That the said real estate is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.
- 4. That we request that the said real estate be annexed to, and be included within the corporate limits of the City of Osage Beach, Missouri as authorized by the provisions of Section 71.012, RSMo.
- 5. That we request that the Board of Aldermen of the City of Osage Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Osage Beach to include the real estate as described.

Dated this 22nd day of March, 2011.

1st LAZY DAYS CONDO ASSOC
Name

613 LAZY DAYS Rd.
Address

1st Robert Matula
Name

573 348 2930
Phone Number

INDIVIDUAL(S) ACKNOWLEDGEMENT

State of Missouri)
County of (Camden))

On this 22nd day of March, 2011, before me, the undersigned notary public, personally appeared Robert Matula known to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same as for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

[Signature]
Notary Public



SHERRI A. JONES
My Commission Expires
April 13, 2013
Camden County
Commission #08895942

CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone - 573-302-0528 FAX

006133

March 22, 2011

Legal Description:

The following described tract of land, being and situated in the county of Camden, State of Missouri, to-wit,

ALL OF THE FOLLOWING DESCRIBED LAND LYING ABOVE CONTOUR ELEVATION 662 FEET. ALL THAT PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 22, TOWNSHIP 39, RANGE 16, CAMDEN COUNTY, MISSOURI, LYING WEST OF THE LAKE OF THE OZARKS.

EXCEPT THE MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID MINERALS AS RESERVED IN WARRANTY DEED RECORDED IN BOOK 85, PAGE 195, RECORDS OF CAMDEN COUNTY, MISSOURI.

SUBJECT TO ALL RETRICTIONS, RESERVATIONS, CONDITIONS AND EASMENTS OF RECORD AND TO ALL EXSISTING ROADS AND POWER LINES, WHETHER OF RECORD OR NOT.

Submission Date: April 25, 2011

Submitted By: City Engineer

Board Meeting Date: May 5, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 11-28 - Request to change the 2011 Budget by creating a new account 20-00-773213 Hwy 54/OB Parkway Road Improvements in the amount of \$295,456.00

Names of Persons, Businesses, Organizations affected by this action:

Citizens, and City Staff

Why is Board Action Required?

Board action required to amend Ordinance 10.75.

Type of Action Requested (Ordinance, Resolution, Motion):

Request first and second readings of Bill 11-28.

Are there any deadlines associated with this action?

No

Comments and Recommendation of Department:

The new account is to fund the Nichols Road ramp. Some of the self-restricted funds for the Hatchery Road Project are planned to be used plus the \$100,000 that the Osage Beach Special Road District is contributing to the City for the project.

The agreement for the 4th ramp was approved at the April 21st Board of Aldermen meeting.

The Engineering Department recommends approval of Bill 11-28. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-28

ORDINANCE NO. 11.28

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 10.75 ADOPTING THE 2011 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

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

Section 1. That the 2011 Annual Budget adopted as Ordinance 10.75 is hereby amended by appropriating an additional \$295,456 to line item 20-00-773213 designated as Highway 54/Osage Beach Parkway Improvements as a new account.

Section 2. In all other respects the 2011 Annual Budget adopted in Ordinance No. 10.75 shall remain in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2011.

I hereby certify that the above Ordinance No. 11.28 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 11.28.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

BILL NO. 11-29

ORDINANCE NO. 11.29

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI.

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

Section 1. That the following tracts of land subject to Rezoning Case No. 357, as described in Exhibit A and Exhibit B, zoned A-1, General Agriculture, is hereby rezoned to R-1a, Single Family Residential and R-3, Multi-family.

Section 2. That in all other respects, the zoning ordinance remains unchanged.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2011.

I hereby certify that the above Ordinance No. 11.29 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 11.29.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

000137

Description for Terry Ross
91-6R-TR Rezone from A-1 to R-1

March 11, 2011

DESCRIPTION: A tract of land in Government Lots 2 and 3, of Section 3, and the West Half of the Northeast Quarter and the East Half of the Northwest Quarter of Section 10, and being a part of Lot 1, "BLUE HARBOR", a subdivision of Camden County, Missouri, all in Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 10, thence N 01°25'05" E, 569.49 ft., (North 570.3 ft. DEED), along the West line of said Northwest Quarter of the Northeast Quarter to an iron pin; thence leaving said West line S 88°41'23" E, 528.66 ft., (N 89°54' E, 529.6 ft. DEED), to the centerline of a 30.0 ft. wide road (Port Road); thence along said centerline the following courses: thence S 25°43'42" E, 370.80 ft. (S 27°05' E, 371.2 ft. DEED); thence S 53°41'45" E, 134.25 ft., (S 55°05' E, DEED), to the true point of beginning; thence continuing along said centerline, S 53°41'45" E, 40.58 ft.; thence S29°38'17" E, 145.40 ft., (S 31°05' E, 145.5 ft. DEED), to the centerline of Dude Ranch Road; thence along the centerline of Dude Ranch Road the following courses: thence S 85°31'43" W, 132.70 ft., (S 84°05' W, DEED); thence S 75°28'43" W, 187.30 ft., (S 74°02' E, DEED); thence S 64°35'43" W, 74.68 ft., (S 63°09' W, DEED), to the centerline of a 40.0 ft. road easement as described in Book 376, Page 204, Camden County Records; thence along said centerline of said 40.0 ft. road easement the following courses: thence N 15°09'29" W, 109.60 ft., (N 16°32' W, 109.8 ft. DEED); thence N 30°11'31" E, 83.10 ft., (N 28°49' E, DEED); thence N 04°11'31" E, 1.13 ft., (N 02°49' E, DEED), thence leaving said centerline the following course: thence N 76°57'09" E, 270.22 ft. to the true point of beginning and the end.

Description for Terry Ross
91-6R-TR Rezone from A-1 to R-3

March 11, 2011

DESCRIPTION: A tract of land in Government Lots 2 and 3, of Section 3, and the West Half of the Northeast Quarter and the East Half of the Northwest Quarter of Section 10, and being a part of Lot 1, "BLUE HARBOR", a subdivision of Camden County, Missouri, all in Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 10, thence N 01°25'05" E, 569.49 ft., (North 570.3 ft. DEED), along the West line of said Northwest Quarter of the Northeast Quarter to an iron pin; thence leaving said West line S 88°41'23" E, 528.66 ft., (N 89°54' E, 529.6 ft. DEED), to the centerline of a 30.0 ft. wide road (Port Road) and the true point of beginning; thence along said centerline the following courses: thence S 25°43'42" E, 370.80 ft. (S 27°05' E, 371.2 ft. DEED); thence S 53°41'45" E, 134.25 ft., (S 55°05' E, DEED); thence leaving said centerline the following courses: thence S 76°57'09" W, 270.22 ft. to the centerline of a 40.0 ft. road easement as described in Book 376, Page 204, Camden County Records; thence along said centerline of said 40.0 ft. road easement the following courses: thence N 04°11'31" E, 139.27 ft., (N 02°49' E, DEED); thence N 24°09'29" W, 189.90 ft., (N 25°32' W, DEED); thence N 36°09'29" W, 180.20 ft., (N 37°32' W, DEED); thence N 15°52'29" W, 123.80 ft., (N 17°15' E, DEED); thence N 0°07'31" E, 253.70 ft., (N 01°15' W, DEED); thence N 07°12'29" W, 160.20 ft., (N 08°35' W, DEED); thence N 28°37'29" W, 73.90 ft., (N 30°00' W, DEED); thence N 67°01'29" W, 75.50 ft., (N 68°24' W, DEED); thence N 26°45'30" W, 90.41 ft., (N 27°14' W, 90.4 ft. DEED); thence N 44°47'17" W, 198.80 ft., (N 46°14' W, DEED); thence N 13°37'17" W, 63.10 ft., (N 15°04' W, DEED); thence N 40°22'43" E, 82.10 ft., (N 38°56' E, DEED), to the centerline of said Port Road; thence along said centerline the following courses: thence S 33°37'17" E, 157.70 ft., (S 35°04' E, DEED); thence S 52°33'17" E, 347.60 ft., (S 54°00' E, DEED); thence S 09°33'17" E, 165.70 ft., (S 11°00' E, DEED); thence S 07°17'01" E, 256.20 ft., (S 08°43'44" E, DEED); thence S 13°07'42" E, 199.80 ft., (S 14°30' E, 201.8 ft., DEED) to the true point of beginning and the end.

Submission Date: April 21, 2011

Submitted By: City Engineer

Board Meeting Date: May 5, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 11-30 – To establish a stop sign at the intersection of Laguna Beach Road and Sycamore Valley Drive.

Names of Persons, Businesses, Organizations affected by this action:

Residents living on Laguna Beach Drive and Sycamore Valley Drive, Department of Public Safety, and other City Staff.

Why is Board Action Required?

In order to be legally enforceable, regulatory signs must be located and established as such by ordinance.

Type of Action Requested (Ordinance, Resolution, Motion):

A motion to approve first and second readings of Bill 11-30.

Are there any deadlines associated with this action?

The stop sign installed needs to be legally enforceable.

Comments and Recommendation of Department:

MoDOT is in the process of completing the connection for residents that live north of the expressway on Laguna Beach. They will be using Sycamore Valley Drive soon to get onto Highway 54. A stop sign is planned to be installed at the intersection of Sycamore Valley and Laguna Beach Road. In order for the stop signs to be legally enforceable, they need to be established by ordinance.

The Engineering Department recommends approval of Bill 11-30 and requests a first and second reading.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-30

ORDINANCE NO. 11.30

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF A STOP SIGN AS INDICATED HEREIN.

Whereas, the Board of Aldermen find that the City Traffic Engineer acting under the authority of City Code Section 315.010 has conducted a traffic study and found that a hazard exists and under the authority of City Code Section 335.030 recommends placement of a STOP sign at the following location:

On Laguna Beach Road at the intersection with Sycamore Valley Drive

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

Section 1. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding to the Schedule of Stop Signs the following stop sign:

On Laguna Beach Road at the intersection with Sycamore Valley Drive

Section 2. All drivers of motor vehicles shall stop at the STOP signs as located herein as prescribed in the City Traffic Code. Failure to stop shall be considered a misdemeanor offense and the violator subject to citation and fine.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after its date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2011.

I hereby certify that the above Ordinance No. 11.30 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

000142

Bill No. 11-30
Page 2

Ordinance No. 11.30

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 11.30

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: April 27, 2011

000143

Submitted By: City Engineer

Board Meeting Date: May 5, 2011

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 11-31 - To establish and delete stop signs at various locations.

Names of Persons, Businesses, Organizations affected by this action:

Residents, visitors, Department of Public Safety, and other City Staff.

Why is Board Action Required?

In order to be legally enforceable, regulatory signs must be located and established as such by ordinance.

Type of Action Requested (Ordinance, Resolution, Motion):

A motion to approve first and second readings of Bill 11-31.

Are there any deadlines associated with this action?

The signs are as a result of the Zebra Road & Stewart Drive reconstruction.

Comments and Recommendation of Department:

The Zebra Road and Stewart Drive Reconstruction Project is nearing completion. We are working on finishing touches. Since Zebra is currently connected to Links Road, we are planning on renaming Links to Zebra. There is still a Links Road but it does not connect to Osage Beach Parkway now. The other stops signs are installed as a result to the road reconstruction project.

The Engineering Department recommends approval of this ordinance and would like a first and second reading.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-31

ORDINANCE NO. 11.31

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION II, STOP SIGNS, BY DELETING THE STOP SIGNS LOCATED AT LINKS ROAD AT OSAGE BEACH PARKWAY, ZEBRA ROAD AT STEWART DRIVE, and ZEBRA ROAD AT OSAGE BEACH PARKWAY, AND ADDING STOP SIGNS AT THE SOUTHERLY INTERSECTION OF ZEBRA ROAD AND OSAGE BEACH PARKWAY; AT THE NORTHERLY INTERSECTION OF ZEBRA ROAD AND OSAGE BEACH PARKWAY, LINKS ROAD HEADING EAST AT ZEBRA ROAD, LINKS ROAD HEADING WEST AT ZEBRA ROAD, AND STEWART DRIVE AT ZEBRA ROAD.

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

Section 1. That Schedule II. STOP SIGNS of the Osage Beach Code of Ordinances be amended by deleting the stop signs located at Links Road at Osage Beach Parkway; Zebra Road at Stewart Drive; and Zebra Road at Osage Beach Parkway from Schedule II. STOP SIGNS.

Section 2. That Schedule II. STOP SIGNS of the Osage Beach Code of Ordinances be amended by adding stop signs on Zebra Road at the northerly intersection of Zebra Road and Osage Beach Parkway; on Zebra Road at the southerly intersection of Zebra Road and Osage Beach Parkway; Links Road heading east at Zebra Road; Links Road heading west at Zebra Road; and Stewart Drive at Zebra Road to Schedule II. STOP SIGNS.

Section 3. That in all other respects, Schedule II, Stop Signs, remains the same.

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

READ FIRST TIME: _____; READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2011.

I hereby certify that the above Ordinance No. 11. 31 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____

Abstaining _____ Absent _____

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

Date
Approved as to form:

Diann Warner, City Clerk

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance No. 11.31.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk