



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
JUNE 17, 2010 – 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 05/20/10 (Page 01)
- Bills (Page 07)
- Liquor Licenses: (Page 18)

1. Dorsey's Pit Stop (caterer's license)

UNFINISHED BUSINESS

- A. Bill No. 10-25. Amendments to the Water Ordinance. Second Reading (Page 18a)
- B. Bill No. 10-26. Amendments to the Sewer Ordinance. Second Reading (Page 18b)
- C. Bill No. 10-30. Tenure of Office for Elected and Appointed Officials. Second Reading (Page 19)
- D. Bid Award. Hatchery Road Overlay (Page 20)

NEW BUSINESS

- A. Presentation of 2009 Audit by Williams Keepers LLC
- B. Bill No.10-33. Authorizes Mayor to Execute Renewal Contract with Williams Keepers LLC to Perform the City's Financial Audits. First and Second Readings (Page 21)
- C. Bill No. 10-27. Approval of Voluntary Annexation. Duenke Real Estate Holdings, LLC
First Reading (Page 31)
- D. Bill No. 10-31. Repealing Section 405.370(B)(6) Concerning Political Signs. First Reading
(Page 37)
- E. Bill No.10-32. Authorizes Mayor to Execute Easement Agreement with Union Electric
Company. First and Second Readings (Page 39)
- F. Approve Reappointment of Judge William Washburn to Serve as Municipal Judge
(Page 50)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

June 17, 2010

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, June 17, 2010, 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. Alderman Kevin Rucker was absent. City Clerk Diann Warner was present and performed the duties of that office.

Mayor's Communications. Mayor Lyons had nothing to report at this time.

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

Consent Agenda.

Alderman Farmer moved to approve the consent agenda which includes minutes of the regular meeting held on June 3, 2010, the bill list as submitted and a caterer's license to Dorsey's Pit Stop. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 10-25. Amendments to the Water Ordinance.

Alderman Kahrs questioned whether staff had come up with ideas for saving money for operating and maintaining the water and sewer systems. Assistant City Administrator Jeana Albertson responded that Superintendent of Public Works Rick King could explain the new programs he has developed to save money.

Mayor Lyons presented the second and final reading of Bill 10-25 by title only. It was noted that Bill 10-25 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill 10-25 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill 10-25 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Gasper, Alderman Schmitt. "Nays": Alderman Kahrs. "Absent:" Alderman Rucker. Bill 10-25 was passed and approved as Ordinance 10.25.

Bill No. 10-26. Amendments to the Sewer Ordinance.

Mayor Lyons presented the second and final reading of Bill 10-26 by title only. It was noted that Bill 10-26 has been available for public review.

Alderman Farmer moved to approve the second and final reading of Bill 10-26 as presented. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill 10-26 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Gasper, Alderman Schmitt, Alderman Olivarri. "Nays": Alderman Kahrs. "Absent": Alderman Rucker. Bill 10-26 was passed and approved as Ordinance 10.26.

Bill No. 10-30. Tenure of Office for Elected and Appointed Officials.

Mayor Lyons presented the second and final reading of Bill 10-30 by title only. It was noted that Bill 10-30 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill 10-30 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill 10-30 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Schmitt, Alderman Kahrs, Alderman Olivarri, Alderman Farmer. "Nays": None. "Absent": Alderman Rucker. Bill 10-30 was passed and approved as Ordinance 10.30.

Bid Award. Hatchery Road.

APAC Missouri	\$29,081.25
Magruder Paving, LLC	\$27,937.50

City Engineer Nick Edelman recommended that the bid be awarded to the low bidder, Magruder Paving, LLC, the low bidder, in the amount of \$27,937.50.

Alderman Schmitt moved to award the bid to the low bidder, Magruder Paving, LLC, the low bidder, in the amount of \$27,937.50 as recommended. Alderman Gasper seconded the motion which was voted on and unanimously passed.

New Business.

2009 Audit Presentation.

Heidi Chick of Williams Keepers, LLC presented the 2009 annual audit. She explained that one significant accounting standard for 2011 will have an impact on the financial statements which is that the City may develop a policy on unrestricted balances and could designate future money for specific purposes.

Ms. Chick said that Williams Keepers, LLC issued a clean opinion and that the preparation of financial statements is completed by Williams Keepers on behalf of the City, because the City does not have the capacity to do the financial statements. Ms. Chick pointed out that there were no new comments this year and all comments in the management letter last year were resolved in 2009. Ms. Chick commended the City for receiving the Certificate for Financing Reporting for the 10th year in a row.

Alderman Olivarri suggested that the new standards be reviewed by the Board during the 3rd Quarter Budget Review before the 2011 Budget meetings begin.

Bill No. 10-33. Authorizing Mayor to Execute Renewal Contract with Williams Keepers, LLC to Perform the City's Financial Audits.

City Treasurer Karri Bell recommended Bill 10-33 be adopted authorizing Williams Keepers LLC to conduct the City's next five annual audits.

Mayor Lyons presented the first reading of Bill No. 10-33 by title only. It was noted that Bill 10-33 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill 10-33 by as presented by title only. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill 10-33 by title only. Alderman Kahrs moved to approve the second and final reading of Bill 10-33 as presented. Alderman Schmitt seconded the

motion. The following roll call vote was taken to approve the second and final reading of Bill 10-33 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Kahrs, Alderman Schmitt, Alderman Olivarri, Alderman Farmer. "Nays": None. "Absent": Alderman Rucker. Bill 10-33 was passed and approved as Ordinance 10.33.

Bill No. 10-27. Duenke Real Estate Holdings, LLC Voluntary Annexation

Mayor Lyons presented the first reading of Bill No. 10-27 by title only. It was noted that Bill 10-27 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill 10-27 by as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Bill No. 10-31. Repealing Section 405.370 (B) (6) Concerning Political Signs.

City Attorney Ed Rucker explained this action is necessary to bring the sign ordinance into compliance with existing law. It repeals a section that has been effectively overruled in a very similar situation in Gladstone. Staff will continue to carefully monitor the issue of signs in the City. City Attorney Rucker stated that the remainder of the ordinance remains the same.

Mayor Lyons presented the first reading of Bill No. 10-31 by title only. It was noted that Bill 10-31 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-31 as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Bill No. 10-32. Authorizes Mayor to Execute Easement Agreement with Union Electric Company.

City Engineer Nick Edelman explained this agreement is for the easement from Ameren UE in connection with the Zebra Roadway Project.

Mayor Lyons presented the first reading of Bill No. 10-32 by title only. It was noted that Bill 10-32 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-32 by as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill 10-32 by title only. Alderman Olivarri moved to approve the second and final reading of Bill 10-32 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill 10-32 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Gasper. "Nays": None. "Absent": Alderman Rucker. Bill 10-32 was passed and approved as Ordinance 10.32.

Reappointment of Municipal Judge.

City Administrator Nancy Viselli explained that Judge Washburn's reappointment has been reviewed with the Mayor, the City Attorney and City Staff, and they all believe that Judge Washburn should continue to serve the City in this capacity. Judge Washburn was contacted to see if he was interested in being reappointed, and he is. City Administrator Viselli requested the Board to approve the reappointment of Judge William Washburn as the City's Municipal Judge for a two year term.

Alderman Kahrs moved to approve the reappointment of William Washburn as municipal judge. Alderman Olivarri seconded the motion which was voted on and passed.

Authorize Postponement of Meeting.

Alderman Gasper moved to postpone the Board meeting in July from the third Thursday to the fourth Thursday. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Communications from Board Members.

Alderman Kahrs. Alderman Kahrs asked staff to be prepared to make budget cuts if the sales tax receipts do not improve.

Alderman Gasper. Alderman Gasper reported that the Osage Beach City Park is in great shape.

Alderman Farmer. Alderman Farmer read an article from a newspaper telling about the Kahrs' family sponsoring a Catfish Derby for children from Fort Leonard Wood. She said all the gifts and prizes were compliments of the Kahrs' family.

Staff Communications.

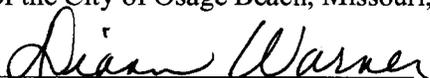
City Attorney. Ed Rucker reported that he appreciated the reappointment of Bill Washburn.

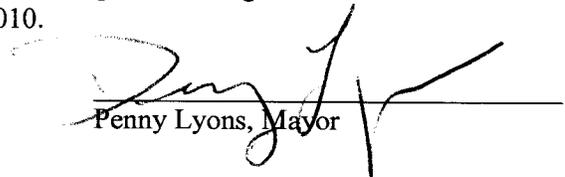
City Engineer. Nick Edelman introduced co-ops in the Engineering Department: Ericka Ross and Nick Zimmerman.

Airport Manager. Budd Hyde reported that he will take delivery of a tractor for Lee C. Fine Airport which was approved by the Board of Aldermen a few weeks ago. He said the tractor was \$11,000 rather than \$20,000, the amount that was budgeted.

There being no further business to come before the Board, the meeting adjourned at 7:10 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 June 17, 2010.


Diann Warner, City Clerk


Penny Lyons, Mayor

000007

**CITY OF OSAGE BEACH
BILLS LIST
June 17, 2010**

Bills Paid Prior to Board Meeting	86,169.65
Payroll Paid Prior to Board Meeting	129,394.95
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prior to Board Meeting	0.00
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	380,260.41
Total Expenses	<u>595,825.01</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000008
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	MAY CVC COLLECTIONS	798.56
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	367.38
		MO DEPT OF REVENUE	State Withholding	4,237.00
		MO TREASURER BUDGET DIRECTOR	MAY PEACE OFFICER STANDARD	112.00
		INTERNAL REVENUE SERVICE	Fed WH	11,771.82
			FICA	7,555.09
			Medicare	1,766.90
		CENTIER BANK	Savings Bonds	140.40
		ICMA	Retirment 457 &	375.04
			Retirement 457	2,308.50
			Loan Repayments	1,037.03
			Loan Repayments	606.80
			401 Loan Payment	292.34
			401 Loan Payment	147.56
			Loan Repayments	108.47
			Retirement Roth IRA	185.00
			TOTAL:	31,809.89
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	405.30
			Medicare	94.79
		ICMA	Retirement 401	402.53
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.41
			TOTAL:	932.03
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	410.70
			Medicare	96.06
		ICMA	Retirement 401	393.12
			TOTAL:	899.88
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	436.81
			Medicare	102.16
		ICMA	Retirement 401	448.19
			TOTAL:	987.16
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	91.55
			Medicare	21.41
		ICMA	Retirement 401	92.76
			TOTAL:	205.72
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	272.58
			Medicare	63.75
		ICMA	Retirement 401	263.79
			TOTAL:	600.12
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	362.95
			Medicare	84.88
		ICMA	Retirement 401	360.43
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	73.52
			TOTAL:	881.78
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	MAY TRASH SERVICE	226.37
			TOTAL:	226.37
Parks	General Fund	AMEREN UE	CITY PARK #2 DISPLAY A	12.87
			LOWER DIAMOND LIGHTS	38.58
			CITY PARK #2 DISPLAY C	8.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000009
			FISH HATCHERY RD SOCCER FI	16.71
		INTERNAL REVENUE SERVICE	FICA	356.36
			Medicare	83.35
		ICMA	Retirement 401	243.75
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	58.82
		WILLEY, BRIAN	PEANICK PARK VOLUNTEER FOO	125.31
		BEACON ATHLETICS	ATHLETIC FIELD MAINT FORUM	130.00
			TOTAL:	1,074.20
Human Resources	General Fund	BANKCARD CENTER 3770	SILVER BRACELET, BEADS	284.81
			DELI & BAKERY CATERING	200.45
		INTERNAL REVENUE SERVICE	FICA	106.37
			Medicare	24.88
		ICMA	Retirement 401	113.98
		INNER PEACE THERAPEUTIC MASSAGE	HEALTH FAIR CHAIR MESSAGES	240.00
		LYNXWILER, BRIANA	HEALTH FAIR CHAIR MESSAGES	240.00
		ONE TIME VENDOR MO LIONS EYE TISSUE BA	MAY 26 HEALTH FAIR PARTICI	100.00
			TOTAL:	1,310.49
Overhead	General Fund	CHARTER BUSINESS	JUNE SERVICE	5.09
			TOTAL:	5.09
Police	General Fund	BANKCARD CENTER 3770	LIVESCAN PAD	74.34
			PRINTER RIBBON, PVC CARDS	278.52
			MO L E CONF - SEVERSON	175.00
			RETIREMENT AWARD	46.90
			CLERKS/COMM CONF - McDONAL	160.00
		INTERNAL REVENUE SERVICE	FICA	3,196.85
			Medicare	747.63
		ICMA	Retirement 401	3,200.45
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	205.84
			TOTAL:	8,085.53
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	803.80
			Medicare	187.98
		ICMA	Retirement 401	798.28
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	32.40
			TOTAL:	1,822.46
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	289.46
			Medicare	67.69
		ICMA	Retirement 401	283.07
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.41
			TOTAL:	669.63
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	537.16
			Medicare	125.62
		ICMA	Retirement 401	436.98
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	73.52
			TOTAL:	1,173.28
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	285.20
			Medicare	66.70
		ICMA	Retirement 401	277.66
		AT&T INTERNET/IP SERVICES	JUNE INTERNET SERVICES	856.21
		AT & T /EMSGTWY_SBC	JUNE SERVICES	369.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	69.40
		VERIZON WIRELESS	MAY INTERNET SERVICE	86.02
			TOTAL:	2,010.64
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	351.17
		INTERNAL REVENUE SERVICE	Fed WH	887.80
			FICA	695.37
			Medicare	162.62
		ICMA	Retirement 457	50.00
			Loan Repayments	34.92
			Retirement Roth IRA	79.13
			TOTAL:	2,261.01
Transportation	Transportation	MARSHALL, JERRY	MILEAGE REIMB 05/26-06/01/	16.40
		ALLIED WASTE SERVICES #435	TRASH SERVICES PW	75.46
		AMEREN UE	KETTERLIN IN PK FEEDER	96.08
			KETTERLIN IND PK STORAGE F	8.77
		INTERNAL REVENUE SERVICE	FICA	695.37
			Medicare	162.63
		ICMA	Retirement 401	696.70
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.41
		ONE TIME VENDOR OSAGE VILLAGE INN	SIDEWALK PROJECT ELECT DAM	960.00
			TOTAL:	2,740.82
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	282.36
		INTERNAL REVENUE SERVICE	Fed WH	725.78
			FICA	526.36
			Medicare	123.10
		CENTIER BANK	Savings Bonds	26.93
		ICMA	Retirement 457	5.00
			Loan Repayments	101.70
			Loan Repayments	153.06
			401 Loan Payment	64.32
			401 Loan Payment	75.98
			Loan Repayments	68.06
			Retirement Roth IRA	80.34
			TOTAL:	2,232.99
Water	Water Fund	ALLIED WASTE SERVICES #435	TRASH SERVICES PW	75.46
		AMEREN UE	KETTERLIN IN PK FEEDER	96.08
		RICHARDS, RON	MILEAGE REIMB 05/19-05/25/	20.40
		INTERNAL REVENUE SERVICE	FICA	526.36
			Medicare	123.10
		ICMA	Retirement 401	532.37
		BRIZENDINE, TERRY	MILEAGE REIMB 05/*26-06/01	8.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	88.23
			TOTAL:	1,470.00
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	370.47
		INTERNAL REVENUE SERVICE	Fed WH	1,035.07
			FICA	696.64
			Medicare	162.93
		ICMA	Retirement 457	25.00
			Loan Repayments	190.36
			Loan Repayments	100.91
			401 Loan Payment	155.03

000010

000011

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			401 Loan Payment	26.45
			Retirement Roth IRA	80.53
		CAMDEN COURT	Case #09CM-SC00020	104.91
			TOTAL:	2,948.30
Sewer	Sewer Fund	AMEREN UE	GRINDER PUMPS	2,190.74
			LIFT STATIONS	1,832.67
			GRINDER PUMPS	5,318.53
		ALLIED WASTE SERVICES #435	TRASH SERVICES PW	75.45
		AMEREN UE	SEWER WINDGATE BLDG	347.95
			COBBLESTONE DR LIFT STATIO	22.31
			PHOENIX ON THE WATER GP	14.42
			KETTERLIN IN PK FEEDER	96.08
		INTERNAL REVENUE SERVICE	FICA	696.64
			Medicare	162.92
		PARKER, CLINTON	MILEAGE REIMB 05/26-06/01/	120.00
		ICMA	Retirement 401	696.72
		MO DEPT OF NATURAL RESOURCES	WASTEWATER TRIMNT- D GARMA	45.00
		PEDROLA, TOM	MILEAGE REIMB 05/16-05/25/	120.80
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.41
		DOLLISON, JOE	MILEAGE REIMB 05/26-06/01/	22.50
		EARP, NATHAN	MILEAGE REIMB 05/19-05/25/	44.00
		OSAGE GOLF, LP	EASEMENT FROM KAHRs FAMILY	1,800.00
			TOTAL:	13,636.14
NON-DEPARTMENTAL	Ambulance Fund	FAMILY SUPPORT PAYMENT CENTER	Case# 51055306	209.54
		MO DEPT OF REVENUE	State Withholding	414.00
		INTERNAL REVENUE SERVICE	Fed WH	1,103.13
			FICA	742.60
			Medicare	173.67
		CENTIER BANK	Savings Bonds	23.08
		ICMA	Retirment 457 &	265.38
			Retirement 457	100.00
			Loan Repayments	206.85
			TOTAL:	3,238.25
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	742.60
			Medicare	173.67
		ICMA	Retirement 401	594.10
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	86.78
			TOTAL:	1,597.15
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	154.20
		INTERNAL REVENUE SERVICE	Fed WH	457.57
			FICA	345.26
			Medicare	80.73
		ICMA	Retirment 457 &	106.99
			TOTAL:	1,144.75
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED WASTE SERVICES #435	MAY TRASH SERVICE	104.39
		INTERNAL REVENUE SERVICE	FICA	345.25
			Medicare	80.73
		ICMA	Retirement 401	262.81
			TOTAL:	793.18
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	99.80

000012

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	241.17
			FICA	274.17
			Medicare	64.13
		ICMA	Retirement 457 &	71.33
			TOTAL:	750.60
Grand Glaize Airport	Grand Glaize Airpo	ALLIED WASTE SERVICES #435	MAY TRASH SERVICE	104.39
		INTERNAL REVENUE SERVICE	FICA	274.18
			Medicare	64.13
		ICMA	Retirement 401	190.08
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	29.41
			TOTAL:	662.19

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

10	General Fund	52,694.27
20	Transportation	5,001.83
30	Water Fund	3,702.99
35	Sewer Fund	16,584.44
40	Ambulance Fund	4,835.40
45	Lee C. Fine Airport Fund	1,937.93
47	Grand Glaize Airport Fund	1,412.79
GRAND TOTAL:		86,169.65

000013

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	General Fund	CENTER FOR MUNICIPAL SOLUTIONS	5715 54 HWY MOD	1,020.78			
			OTIS DR TRAILS END CT MOD	660.78			
			LAKE RD 54-22 MOD	780.78			
			TOTAL:	2,462.34			
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE PAUL'S CASH SAVER #602 BANKCARD CENTER 5569	MEMBERSHIP 07/10-06/11	572.89			
			SODA, COCOA, COOKIES, WATE	20.80			
			WATER, ICE, COOKIES	19.84			
			FLOWERS - OLIVER	50.00			
			FLOWERS - GUNNELS	50.00			
			TOTAL:	713.53			
City Treasurer	General Fund	STAPLES ADVANTAGE	LABELS, SORTKWIK, A-Z SORT	46.83			
			TOTAL:	46.83			
Municipal Court	General Fund	BRIAN D BYRD PC	APPOINTED COUNSEL	400.00			
			TOTAL:	400.00			
City Attorney	General Fund	MO MUNICIPAL ATTORNEYS ASSC	MEMBERSHIP DUES	45.00			
			TOTAL:	45.00			
Building Inspection	General Fund	QUILL FLEET ONE	LEGAL EXPAND FILE JACKETS	41.35			
			BLDG DEPT FUEL	40.44			
			BLDG DEPT FUEL	40.43			
			TOTAL:	122.22			
Building Maintenance	General Fund	ECO-PEST GB MAINTENANCE SUPPLY CULLIGAN LAKE OF THE OZARKS SURECUT LAWN CARE LLC GEO-ENTERPRISES, INC	ECO-PEST	42.00			
			TOWELS, FACIAL TISSUE	78.27			
			SALT	219.53			
			MAY LAWN MAINT	1,785.72			
			WORKED ON 5 UNITS, CHECK P	140.00			
			TOTAL:	2,265.52			
			Parks	General Fund	PURCELL TIRE CO WOODS LAWN & GARDEN MEEKS BUILDING CENTER EZARD'S ACE HARDWARE FLEET ONE GB MAINTENANCE SUPPLY O'REILLY AUTO PARTS SHERWIN-WILLIAMS BANKCARD CENTER 5569 UNIFIRST CORPORATION	MOWER FLAT REPAIR	20.80
BREAK-IN OIL	12.75						
DEFLECTOR, SPINDLE, WHEELS	195.49						
MOWER BLADES	70.50						
KEY	1.49						
RESPIRATOR	5.49						
ECHO POWER EQUIP	21.98						
PARKS FUEL	89.54						
PARKS FUEL	240.78						
NINE SPRAY, BROOM, HANDLE	55.56						
RECHARGE KIT	11.99						
PAINT, CAULK	80.34						
GRASS, SHOVEL	87.36						
PARK DEPT UNIFORMS	9.38						
PARK DEPT UNIFORMS	9.38						
TOTAL:	912.83						
Human Resources	General Fund	EZARD'S ACE HARDWARE OCCUPATIONAL MEDICINE CLINIC LAKE REGIONAL HEALTH SYSTEM				PROPANE TANKS	99.98
						BRILL BRUSH	7.49
						PRE-EMPLOYMENT TESTING	60.00
						DRUG TESTING	120.00
			DRUG SCREEN TEST	20.00			
HEALTH FAIR	3,090.00						

000014

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PAUL'S CASH SAVER #602	ICE, CONTAINERS, OVNWARE P	41.59
			SAFETY BREAKFAST FRUIT	51.22
			TOTAL:	3,490.28
Overhead	General Fund	XEROX CORP	MAY BASE CHARGE	547.32
			TOTAL:	547.32
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL	886.71
			PUBLIC SAFETY CAR WASH	16.00
			PUBLIC SAFETY FUEL	1,343.54
			PUBLIC SAFETY CAR WASH	72.00
		INVENTORY TRADING CO	POLO SHIRTS	151.00
		LAKE CLEANERS	UNIFORM CLEANING	380.00
		LAKE HILLS VETERINARY CLINIC	AJ'S VACCINES UPDATED	384.55
		LARRY'S LAKESIDE AUTO REPAIR INC	SERP BLT, TRANS, OIL, FLTR	251.36
			TRANS, OIL, FLTRS, ROTATN	142.53
		PSE INSTALLATION	ANTNNS BUMPRS STUP 16 17 2	2,640.00
			CHNGOUT RADIOS #33, #34 #2	145.00
		STAPLES ADVANTAGE	CD, DVD, PAPER, ENVELOPS, T	298.84
		MEMORY SUPPLIERS INC	USB FLASH DRS, KEY RINGS W	525.00
			TOTAL:	7,236.53
Planning	General Fund	BANKCARD CENTER 3333	DOG BISCUITS, SKITTY, APPL	9.30
			PANTS	41.64
			GLOVES, HAND WASH	22.40
		FLEET ONE	PLANNING FUEL	71.52
			TOTAL:	144.86
Engineering	General Fund	QUILL	DISINFECTING WIPES, DUSTER	51.66
		FLEET ONE	CITY ENG FUEL	40.16
		SPRINGFIELD OFFICE SUPPLY INC	LASER PAPER, COMB BINDINGS	104.95
			TOTAL:	196.77
Information Technology	General Fund	BANKCARD CENTER 3358	ADDRESS CERTIFICATION DISC	131.00
		FLEET ONE	IT FUEL	36.25
			TOTAL:	167.25
NON-DEPARTMENTAL	Transportation	CAMDEN COUNTY RECORDER OF DEEDS	FAXING FEE	2.00
			FAXING FEE	3.00
			FAXING FEE	8.00
			FAXING FEE	2.00
			TOTAL:	15.00
Transportation	Transportation	PURCELL TIRE CO	FLUID FILLED TRACTOR TIRE	160.00
		QUILL	TAPE, COPY PAPER	21.21
		MEEKS BUILDING CENTER	LANDSCAPE TIES, SPIKES	115.34
			MATTOCK, PICK	25.49
		EZARD'S ACE HARDWARE	LEAF BLOWER AIR FILTER COV	7.20
		FLEET ONE	TRANS FUEL	448.40
			TRANS FUEL	347.20
		GB MAINTENANCE SUPPLY	HAND CLEANER, CUPS	120.84
		LAKE ASPHALT PAVING & CONSTRUCTION LLC	OB08-006 REDBUD, LIGHTHSE,	49,275.14
		LAKE SUN LEADER 81525 & 1586450	LIGHTING IMPROVEMENTS BIDS	279.00
		LEHMAN CONSTRUCTION CO LLC	OB09-031 54 HWY SIDEWALKS	42,318.08
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAMER	37.83
		BILLS TREE AND CRANE SERVICE	SUNSET RD DEAD TREE REMOVA	550.00

000015

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAMDEN COUNTY RECORDER OF DEEDS	FAX FEES	2.00
		APAC MO INC	1" BASE	171.98
		VANCE BROTHERS, INC	OB10007 SLURRY SEAL	166,789.89
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	32.83
			STREET DEPT FLOOR MATS	4.68
			STREET DEPT UNIFORMS	32.83
			STREET DEPT FLOOR MATS	4.68
			TOTAL:	260,744.62
Water	Water Fund	QUILL	TAPE, COPY PAPER	21.22
			BXBTM FOLDERS	28.99
		EZARD'S ACE HARDWARE	PAINT PAIL & THINNER	11.28
			RE-BAR TIE WIRE	7.49
			BRASS HOSE BIBB	5.49
		FLEET ONE	WATER FUEL	310.53
			WATER FUEL	200.85
		FLYNN DRILLING CO INC	MAINT INSPECTION	900.00
		O'REILLY AUTO PARTS	MOTOR OIL, SHEET TOWELS	6.68
			CAPSULE	3.99
			TOWELS, HAND & GLASS CLEAN	13.55
		POSTMASTER	JUNE UTILITY BILL MAILING	310.00
			RATE CHANGE MASS MAILING	725.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAMER	37.83
		SHERWIN-WILLIAMS	DTM ACR GLS SAF RED	123.18
		HD SUPPLY WATERWORKS LTD	TEFLON PASTE	24.20
			SLEEVE, UFR1500-CA-10-1 RE	310.20
			MAIN VLV REP KIT	295.00
			MTR FLANGE, VALVS, CPLGS	449.14
			NIPPLE, CPLG	27.99
			MAIN VLV REP KITS`	608.10
		SYSTEMS MANUFACTURING INC	WEST REPEATER REPAIR	680.43
		UNITED STATES PLASTIC CORP	TEES, O-RINGS, PLUGS, REDU	21.68
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	27.45
			WATER DEPT FLOOR MATS	4.68
			WATER DEPT UNIFORMS	27.45
			WATER DEPT FLOOR MATS	6.86
		HUTCHINS TELECOM LLC	OB09-007 SO CITY LIMITS WA	4,683.96
		CORROSION TECHNOLOGIES INC	QTRLY MAINT PLAN 924070187	99.00
		LARC CONTRACTING LLC	OB10-003 PHASE 1 HWY 42 WT	2,682.85
		GS ROBINS & CO	HYDROFLUOSILICIC ACID	1,322.25
			TOTAL:	13,977.32
Sewer	Sewer Fund	USA BLUE BOOK	FLANGE PACKS, IRON ADAPTER	45.24
			IRON ADAPTER	48.51
			TEST BALL PLUG, PVC SUCTN	323.81
		QUILL	TAPE, COPY PAPER	21.21
		EZARD'S ACE HARDWARE	DRAWER LOCK	5.49
			CUTEND MOPHEADS	4.78
			ROPE HOOKS, TOOL HOOKS	21.77
			NOZZLE GUN, ELECT TAPE	16.47
			ECHO POWER EQUIP	19.93
			ANT KILLER	17.94
			AIR GAUGE, PIPE TEES, GLV	86.87
		FASTENAL CO	ENDLAP RPR 5/16X1 1/2	81.60
		FLEET ONE	SEWER FUEL	332.27
			SEWER FUEL	250.84

000016

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SIEMENS WATER TECH CORP	3WAY BALL VALVE	95.25
			ODO-FREE	7,620.60
			ODO-FREE	7,848.75
		TALLMAN COMPANY	GALV STRAPS, SAWZALL BLADE	42.22
			GALV STRAP IPS	0.70
			PVC PIPE	11.62
			GAL 90 & NIPPLE, MALE ADAP	11.11
		MUNICIPAL EQUIPMENT CO	30"X18" FRP BASIN EXTENSIO	609.56
		OZARK READY MIX CO INC	LIMESTONE W/ASH	271.50
		LAWSON PRODUCTS INC	PERMA PLATD TUFTORQ, NUTS,	137.77
		CED PHILLIPS & CO	WIRE, CONDUIT	139.67
		POSTMASTER	JUNE UTILITY BILL MAILING	310.00
			RATE CHANGE MASS MAILING	725.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAMER	37.84
		BOWLING ELECTRIC MACHINE	PUMP	757.00
		HD SUPPLY WATERWORKS LTD	PVC, NIPPLES, CHK VLVS	369.00
		SYSTEMS MANUFACTURING INC	WEST REPEATER REPAIR	680.42
		BANKCARD CENTER 5569	PRIORITY MAIL	14.50
		JCI	PUMP REPAIR #M5846	1,487.00
			PUMP REPAIR #PIR-52 821	1,487.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	38.89
			SEWER DEPT FLOOR MATS	4.68
			PW SHOE SCRAPERS	2.18
			SEWER DEPT UNIFORMS	38.89
			SEWER DEPT FLOOR MATS	4.68
		CORROSION TECHNOLOGIES INC	QTRLY MAINT PLAN 9Y4030734	198.00
		LARC CONTRACTING LLC	OB10-003 PHASE 1 HWY 42 SW	10,852.47
		SOUTHWEST STONE SUPPLY INC	SHREDDED PINE MULCH	71.67
			SHREDDED PINE MULCH	71.67
			SHREDDED PINE MULCH	71.67
			SHREDDED PINE MULCH	71.67
			SHREDDED PINE MULCH	71.67
		GS ROBINS & CO	CAUSTC SODA, SODM HYPOCHLO	1,187.40
			TOTAL:	36,618.78
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	43.89
			AMB FUEL	80.99
		BEMES INC	SFTY CK-DEFIBS, AEDS, PULS	550.00
		ALLMED	MEDICAL SUPPLIES	65.24
			MEDICAL SUPPLIES	140.70
			MEDICAL SUPPLIES	204.11
			MEDICAL SUPPLIES	60.50
			MEDICAL SUPPLIES	29.77
			MEDICAL SUPPLIES	81.13
			MEDICAL SUPPLIES	45.36
		KING, DR ROBERT D	JUN 2010 MEDICAL DIRECTOR	1,000.00
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING	592.18
		STAPLES ADVANTAGE	TONER	70.17
			TOTAL:	2,964.04
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	48.25
		NAEGLER OIL CO	SATELLITE EQUIP CONN FEE	45.50
			AV GAS	14,077.20
			JET A FUEL	18,818.56
		O'REILLY AUTO PARTS	STARTER	47.49
			REGULATOR	14.39

000017

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAKE SUN LEADER 81525 & 1586450	LCF T-HANGAR PHASE I BIDS	270.00
		BOWLING ELECTRIC MACHINE	START SWITCH	72.00
		PREFERRED AUTO RENTAL	COURTESY CAR	100.00
		AIR PERFECT LLC	1/3 HP MOTOR, CAPACITOR	350.00
			TOTAL:	33,843.39
Grand Glaize Airport	Grand Glaize Airpo	EZARD'S ACE HARDWARE	KEY	1.49
		FLEET ONE	GG FUEL	32.10
			GG FUEL	48.04
		STAPLES BUSINESS ADVANTAGE	TONER	112.99
		NAEGLER OIL CO	SATELLITE EQUIP CONN FEE	45.50
		OSAGE LOCK INC	AV GAS	13,101.36
			KEY	4.50
			TOTAL:	13,345.98

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

10	General Fund	18,751.28
20	Transportation	260,759.62
30	Water Fund	13,977.32
35	Sewer Fund	36,618.78
40	Ambulance Fund	2,964.04
45	Lee C. Fine Airport Fund	33,843.39
47	Grand Glaize Airport Fund	13,345.98
GRAND TOTAL:		380,260.41

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



000018
 Planning Dept.
 Sewer Dept.
 License #:

15⁰⁰
 cash

LIQUOR LICENSE APPLICATION

Date of Application: 6-4-10 Date Application Received: 6-4-10 yr

Trade Name of Establishment: Bahama Bistro / Dorsey's Pit Stop

Mailing Address: _____

Applicant Name: Donna Ray Weaver 318-0300
 (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. ___	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. <input checked="" type="checkbox"/>	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.
Reelin in the Years 5845 HWY 54 OSAGE BEACH MO 65065
Main Street Musical Hall on June 7th 2010
BLAIRS LANDING

All renewal applications must be received by May 1st.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 705.010, 705.300, 705.310, 705.320 AND 705.370 RELATING TO WATER, OF THE OSAGE BEACH CODE OF ORDINANCES.

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

Section 1. That Section 705.010 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.010: DEFINITIONS

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

APPLICANT: Any person, persons, firm, corporation, partnership, agency or institution applying for connection to the public water system.

ASTM: American Society for Testing and Materials.

AWWA: American Water Works Association.

BOCA: **Building Officials and Code Administrators (BOCA)** National Building Code.

BUILDING SERVICE LINE: Extension of the water supply line from the water service connection to the building.

BUILDING WATER PIPING: Water piping within a building.

CORPORATION TAP: A type of tap that is made directly into a water main.

CUSTOMER: Any person who receives water from a public water system.

FLUORIDE: A naturally occurring element that is introduced into the City's public water system that promotes optimal dental health.

INSPECTION: A review of the work performed by others and conducted by the Building Official or his/her designee to ensure compliance with the City and other applicable Codes.

IPC: International Plumbing Code.

MDNR: Missouri Department of Natural Resources.

MULTI-COMMERCIAL: A building designed for or occupied exclusively by two (2) or more commercial entities (i.e., office, retail, professional), not individually metered.

MULTI-FAMILY / MULTI-RESIDENTIAL: A building designed for or occupied exclusively by two (2) or more families, not individually metered.

POTABLE WATER: Water available for human consumption free from impurities in amounts sufficient to cause disease or harmful physiological effects.

PRIVATE POTABLE WATER SYSTEM: A water system, other than the City's public water system, which provides potable water.

PROPERTY OWNER: Any person, persons, developer, business, partnership, corporation, holding company, agency, or institution in whose name the lot, parcel or business is legally titled and recorded.

PUBLIC WATER SYSTEM: A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days per calendar year. Such system includes any collection, treatment, storage or distribution facilities used in connection with such system.

REVENUE: That portion of the total customer charge collected, which is designated for operation and maintenance, including replacement purposes, and shall be deposited in a separate fund.

SERVICE MAIN: The water service line from the water main to the customer's property line including the meter box, water meter, and shut-off valve at the meter set.

TAP FEE: *A one-time fee paid for each water service connection.*

WATER: Water pumped from various pumping stations, wells or towers to customers.

WATER FLUORIDATION: The process of adjusting the fluoride content of fluoride-deficient water in the community's water supply to the recommended level for the prevention of tooth decay. Acceptable level ranges are from seven-tenths (.7) to one and two tenths (1.2) parts fluoride to one million (1,000,000) parts water.

WATER IMPACT FEE: A one-time developmental charge for connecting to the City water system.

WATER MAIN: A distribution main owned and operated by the City designed to transport potable water from source to customers.

WATER METER: A mechanical device or devices used to measure and record the quantity of water used by the customer.

WATER PERMIT: A written document issued by the Building Official or his/her designee authorizing work to be performed.

WATER PURVEYOR: A supplier furnishing potable water to customers through a distribution system.

WATER SERVICE CONNECTION: The connection of the service line to the water main. The connection includes the meter setup, water tap or tee ("T"), and the shut-off valve. (R.O. 2006 §705.010; Ord. No. 98.41 §2(25-2), 10-15-98; Ord. No. 07.31 §1, 6-7-07)

Section 2. That Section 705.300 of the Osage Beach Code of Ordinances is hereby so that such section shall read as follows:

SECTION 705.300: RATE SCHEDULE

It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect **user** charges from all customers who use and/or are connected to the **public City's** water system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements and extensions ~~for such public~~ **to the City's** water system.

~~Water rates are based on a monthly minimum rate plus a constant price for current monthly consumption on a volumetric basis based on water meters of such users of the public water system, as determined by water meters acceptable to the City.~~

- ~~1. W-1. General Rate In City. Applicability~~ applicable to all residential, commercial and industrial users within the corporate limits of the City of Osage Beach.

MINIMUM MONTHLY BILL

Meter Size	Minimum Monthly Bill	Volume (Gallons) In Monthly Bill
5/8 inch	\$14.38	1,000
1 inch	\$19.86	1,000
1½ inch	\$25.33	1,000
2 inch	\$40.39	1,000
3 inch	\$151.26	1,000
4 inch	\$192.32	1,000
6 inch	\$233.39	1,000

~~Volumetric: All additional gallons used per month per one thousand (1,000) gallons sixty nine cents (\$0.69).~~

~~Single family residential customers with individual water service connections currently not metered (ghost meters, etc.) shall be billed at the monthly minimum rate of fourteen dollars thirty eight cents (\$14.38) until such time as they install meters. Non individually metered multi family residential structures (condominiums, apartments, etc.) and multi-commercial structures (office complex, etc.—equivalent to Class A in Sewer Rate Ordinance, [Section 710.470](#)) shall be billed to the management entity at a minimum rate of fourteen dollars thirty eight cents (\$14.38) per unit per month (includes one thousand (1,000) gallons per unit) plus sixty nine cents (\$0.69) per one thousand (1,000) gallons above the minimum usage.~~

~~Existing metered customers located outside the City limits connected to a water system that is purchased by the City who sign consent to annex documents will be billed at W-1, In-City rates.~~

~~Special Use Water Charge:~~

~~Special Use Water Charges may be implemented based on special use needs or requests deemed appropriate by the City, i.e., bulk water, temporary meters, etc. This charge will be in addition to the monthly minimum plus volumetric charge and shall be calculated based on historical or research data for each individual customer and use.~~

~~2. *W 2. General Rate - Outside City.* Applicability - applicable to all residential, commercial and industrial area outside the corporate limits of Osage Beach.~~

MINIMUM MONTHLY BILL

Meter Size	Minimum Monthly Bill	Volume (Gallons) In Monthly Bill
5/8 inch	\$62.21	1,000
1 inch	\$86.81	1,000
1½ inch	\$111.41	1,000
2 inch	\$179.08	1,000
3 inch	\$677.32	1,000
4 inch	\$861.86	1,000
6 inch	\$1,046.39	1,000

~~*Volumetric:* All additional gallons used per month per one thousand (1,000) gallons - sixty nine cents (\$0.69).~~

~~Single family residential customers with individual water service connections currently not metered (ghost meters, etc.) shall be billed at the monthly minimum rate of sixty two dollars twenty one cents (\$62.21) until such time as they install meters.~~

~~Non-individually metered multi-family residential structures (condominiums, apartments, etc.) and multi-commercial structures (office complex, etc. - equivalent to Class A in Sewer Rate Ordinance, [Section 710.470](#)) shall be billed to the management entity at a minimum rate of sixty two dollars twenty one cents (\$62.21) per unit per month (includes one thousand (1,000) gallons per unit) plus sixty nine cents (\$0.69) per one thousand (1,000) gallons above the minimum usage.~~

~~*Special Use Water Charge:*~~

~~Special use water charges may be implemented based on special use needs or requests deemed appropriate by the City, i.e., bulk water, temporary meters, etc. This charge will be in addition to the monthly minimum plus volumetric charge and shall be calculated based on historical or research data for each individual customer and use.~~

~~3. That Appendix A and Appendix B to the Waterworks System User Charge Ordinance, which set forth the calculations by which these charges are derived, are on file with the City Clerk. Appendix A and Appendix B to the Waterworks System User Charge Ordinance takes precedence over any terms, condition of agreements or contracts between recipients and users. (R.O. 2006 §705.310; Ord. No. 98.41 §32(25-32), 10-15-98; Ord. No. 99.35 §2, 1-6-00; Ord. No. 02.41 §1, 10-17-02; Ord. No. 07.32 §1, 6-7-07)~~

The water user charge shall be the monthly minimum rate defined in A below plus the volumetric rate defined in B below.

A. **Monthly Minimum Rate.** The monthly minimum rate includes 0 - 1,000 gallons of water consumption and is applicable to all residential, commercial, or industrial users of the City's water system. The monthly minimum rates are scheduled as follows:

Meter Size	Effective JULY 1, 2010		Effective JANUARY 1, 2012		Effective JANUARY 1, 2014	
	<i>In-City</i>	<i>Out-Of-City</i>	<i>In-City</i>	<i>Out-Of-City</i>	<i>In-City</i>	<i>Out-Of-City</i>
5/8"	\$16.11	\$69.48	\$16.56	\$71.26	\$17.05	\$73.12
1"	\$22.22	\$96.94	\$22.82	\$99.41	\$23.47	\$101.97
1 1/2"	\$28.33	\$124.39	\$29.08	\$127.55	\$29.88	\$130.82
2"	\$45.13	\$199.91	\$46.30	\$204.95	\$47.53	\$210.15
3"	\$168.86	\$755.95	\$173.13	\$774.89	\$177.53	\$794.34
4"	\$214.69	\$961.89	\$220.10	\$985.98	\$225.68	\$1,010.71
6"	\$260.52	\$1,167.83	\$267.08	\$1,197.07	\$273.83	\$1,227.07
All Monthly Minimum Rates includes 0 - 1,000 gallons of water consumption.						

B. **Volumetric Rate.** The volumetric rate is charged per 1,000 gallons of water consumption in excess of the first 1,000 gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective JULY 1, 2010	Effective JANUARY 1, 2012	Effective JANUARY 1, 2014
Per 1,000 gallons	\$ 0.83	\$ 0.90	\$1.00

C. Multi-commercial (office/retail complexes, etc.) and multi-residential (apartment complexes, condominium buildings, etc.) properties not individually metered by unit shall be billed the monthly minimum rate per month per unit equal to the equivalent meter size based on each unit's use as determined by the City Administrator or his/her designee plus the volumetric rate at the per 1,000 gallon rate based on water consumption in excess of the first 1,000 gallons per unit.

D. **Non-Metered Water.**

1. Customers who have an inactive or unmetered water service connection shall be billed the monthly minimum rate per month based on the meter size selected at sign up.
2. Multi-commercial (office/retail complexes, etc.) and multi-residential (apartment complexes, condominium buildings, etc.) customers who have an inactive or unmetered water service connection shall be billed the monthly minimum rate per month per unit equal to the equivalent meter size based on the defined class of each unit to be determined by the City Administrator or his/her designee.
3. **Bulk Water.** Water service requests for bulk water shall be billed a minimum rate equal to the 5/8" meter rate, plus the volumetric rate based on consumption at the per 1,000 gallon rate, plus the actual labor, materials, and equipment cost for the delivery and dispensing of the water.

4. Temporary Metered Water. Service requests for temporary metered water service shall be billed the monthly minimum rate based on the temporary meter installed, the monthly volumetric rate based on consumption plus the actual labor, materials, and equipment cost for setting the meter.
5. Upon water activation charges shall be assessed pursuant to chapter 705 as then enforced at the time of activation.

Section 3. That Section 705.310 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.310: METER SETUP TAP FEES

- A. Meter ~~setup~~ tap fees shall be paid by the applicant for each water service connection.
- B. For tap sizes less than two (2) inches, the ~~charge fee shall~~ includes the cost of materials and labor provided by the City. The cost ~~shall includes~~ the meter, meter setting, meter well, meter lid and ring, and labor required to tap the water main. The applicant shall perform all work including excavation, backfill, restoration, and installation of the building service line.
- C. ~~The following schedule lists the meter setup fee by size of tap for taps size less than two (2) inches:~~

<i>Meter Setup Fee Schedule</i>			
	5/8 inch Tap or 3/4 inch Tap	1 inch Tap	1 1/2 inch Tap
Meter Setup/Water Tap	\$463.00	\$664.00	\$1,291.00

- ~~C.~~D. For taps two (2) inches or larger in size and fire service connections, the meter tap fee shall be based on the actual cost of labor, ~~and materials,~~ and equipment as ~~provided for~~ by the City Administrator or his/her designee.* (R.O. 2006 §705.320; Ord. No. 98.41 §33(25-33), 10-15-98)

D. Meter Tap Fees are as follows:

	5/8" Tap	1" Tap	1 1/2" Tap	2" Tap or larger
Tap Fee	\$533.00	\$764.00	\$1,485.00	Actual Cost*

Section 4. That Section 705.320 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.320: WATER IMPACT FEES

- A. There is hereby established a water impact fee as a one-time developmental charge to offset the costs of water facilities needed to accommodate the increase in demand generated by new connections. Revenues generated by these fees may be used only for capital renewals or extensions of the water system, including payment of principal and interest on bonds for water improvements.

B. When applying for a building permit, the owner of any new house, building or property constructed after the adoption of this Section which is used for residential or commercial occupancy, employment, recreation or any other purposes and whose property line is located within three hundred (300) feet of a City public water main shall pay a water impact fee based on the concept of Equivalent Residential Units (ERU) along with on the actual or equivalent water meter size, as set forth in section C below.

Water Impact Fee Schedule			
<i>Meter Size</i>	<i>Continuous Demand Rate (gpm)</i>	<i>Out of City Fee</i>	<i>In City Impact Fee</i>
5/8 x 3/4 inch	20	\$1,720.00	\$1,000.00
1 inch	50	\$4,300.00	\$2,500.00
1 1/2 inch	100	\$8,600.00	\$5,000.00
2 inch	160	\$13,760.00	\$8,000.00
3 inch	350	\$30,100.00	\$17,500.00
4 inch	1,000	\$86,000.00	\$50,000.00

Note: Single family residential and all commercial properties pay based upon actual meter size installed.

Multi family residential pays based on the number of units and unit size as follows:

<i>Unit Size</i>	<i>Out of City Fee</i>	<i>In City Fee</i>
3 or more bedrooms	\$1,505.00	\$875.00
2 bedrooms	\$1,290.00	\$750.00
1 bedroom	\$1,075.00	\$625.00

C. The Impact Fee Schedule is as follows:

Per Meter Size Fee		
Meter Size	In-City	Out-of-City
5/8"	\$1,150.00	\$2,043.55
1"	\$2,875.00	\$5,108.88
1 1/2"	\$5,750.00	\$10,217.75
2"	\$9,200.00	\$16,348.40
3"	\$18,400.00	\$32,696.80
4"	\$57,500.00	\$102,177.50
6"	\$143,750.00	\$255,443.75
Multi-Family Residential - Per Unit Fee		

Unit Size	In-City	Out-Of-City
3+ Bedrooms	\$1,006.25	\$1,788.11
2 Bedrooms	\$862.50	\$1,532.66
1 Bedroom	\$718.75	\$1,277.22

DC.All existing connections to private water systems applying for connection to the public water system whose property line is located within three hundred (300) feet of a City public water main constructed or under construction shall pay a water tap impact payable except as provided for in [Section 705.080\(B\)\(1\)](#) prior to issuance of the occupancy permit.

ED.Flows for facilities for customer types not included in the above table shall be determined by the City and approved by the Board of Aldermen.

FE. *Upgrades.* If a meter is upgraded from a smaller to a larger size, the customer will be responsible for the paying the difference between the two (2) impact fees. (R.O. 2006 §705.330; Ord. No. 98.41 §34(25-34), 10-15-98; Ord. No. 02.30 §1, 7-18-02)

Section 5. That Section 705.370 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.370: ANNUAL REVIEW OF SYSTEM -- REVISION OF RATES -- NOTIFICATION OF CUSTOMER

- A. ~~The City Administrator or his/her designee shall review the user charge system annually and shall submit recommended rate changes to the Board of Aldermen any revised user charge rates necessary for further action.~~ The City shall review the customer charge system at least once every year with additional reviews made if necessary. The City shall revise the customer charge rates after each review as needed to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and retirement of debt and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users. customers. If the annual rate review indicates that the customer rate schedule is collecting more than adequate revenues, the customer rate schedule shall be adjusted accordingly.
- B. ~~The City will notify each customer at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement and retirement of debt. (R.O. 2006 §705.390; Ord. No. 98.41 §40(25-40), 10-15-98)~~

Section 6. That this Ordinance shall be in full force and effect on July 1, 2010.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.25 was duly passed on _____, 2010 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. 10.25.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 710.010, 710.080, 710.400, 710.470 AND 710.490, RELATED TO THE SEWER SYSTEM, OF THE OSAGE BEACH CODE OF ORDINANCES

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

Section 1. That Section 710.010 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 710.010: DEFINITIONS

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

ACT: The Federal Clean Water Act as amended.

~~*AMUSEMENT PARK:* A fun park which offers a variety of activities for visitors which may include arcades, rides, refreshment stands, and shows.~~

~~*AMUSEMENT SHOW:* A business which provides entertainment to customers in the form of live or taped performances.~~

~~*AMUSEMENT SHOW SEAT:* A chair, stool or portion of a booth or bench which would be occupied by a single customer of the amusement show during conditions under which the amusement show is full of customers to normal capacity.~~

APARTMENT: A room or suite of rooms located in a building in which there are three (3) or more such rooms or suites.

ASTM: The American Society for Testing and Materials.

BOD (DENOTING BIOLOGICAL OXYGEN DEMAND): The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Centigrade (20°C), expressed in milligrams per liter.

BUILDING DRAIN: The part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

BUILDING SEWER: The extension from a building wastewater plumbing facility to the public or private wastewater facility.

~~*CAMPGROUND OR RV PARK:* An area where one (1) or more tents, campers or recreational vehicles (RV) can be or are intended to be parked, designed or intended to be used as temporary living facilities for one (1) or more families and intended primarily for automobile transients.~~

~~*CAR WASH, AUTOMATIC TYPE:* A facility at which a car is washed automatically by driving or pulling the car through the car wash and a washing mechanism washes the car without the presence of an attendant, other than the driver, at the car.~~

~~*CAR WASH, WAND TYPE:* A facility at which a car is washed manually with use of a car washing wand, hose or similar device.~~

COMBINED SEWER: A sewer intended to receive both wastewater and storm or surface water.

COMMERCIAL ESTABLISHMENT: A place where commodities or services are exchanged, bought or sold.

~~*COMMERCIAL LAUNDRY:* A facility which provides laundry service for others.~~

COMMERCIAL USER (CLASS II): Any property occupied by a non-residential establishment not within the definition of an "industrial user (class III)" and which is connected to the wastewater facilities, or which discharges to any private treatment system, or discharges to any natural outlet.

CONDOMINIUM: A legal arrangement in which a dwelling unit in an apartment building is individually owned but to which the common areas are owned, controlled and maintained through an organization controlled by the individual owners.

DAY: The twenty-four (24) hour period beginning at 12:01 A.M.

EASEMENT: An acquired legal right for the specific use of land owned by others.

EPA: The United States Environmental Protection Agency.

FAMILY: An individual or two (2) or more persons occupying a premises and living as a single housekeeping unit, whether or not related to each other by birth or marriage, as distinguished from a group occupying a boarding house, lodging house or hotel as herein defined.

FAST-FOOD ESTABLISHMENT: **Abbreviation - FF.** A business that serves food to customers in a counter service fashion for consumption on the premises or for carry-out and with use of plates, cups and eating utensils which are not reused.

~~*FAST FOOD SEAT:* A chair, stool or the portion of a booth or bench which would be occupied by a single customer of the establishment during conditions under which the establishment is full of customers to normal capacity.~~

~~*FILLING STATION OR SERVICE STATION:* Any building, structure or land used for the dispensing, sale or offering for sale at retail any automobile fuels, oils or accessories, including lubrication of automobiles and replacement or installation of minor parts and accessories. This includes convenience stores which sell automobile fuel.~~

GARBAGE: The solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, and serving of foods.

~~*GROCERY:* A business in which items are sold wholesale or retail and include staple food stuffs, non-prepared meats, produce and dairy products.~~

GROUND WATER: Water within the earth.

HEARING BOARD: The Board appointed by the Board of Aldermen to hear appeals under this Chapter.

HOTEL: A building in which lodging or boarding and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public as opposed to a boarding house, a lodging house or an apartment.

INDUSTRIAL USER (CLASS III): Any non-residential user identified in Division A, B, D, E, or I of the *Standard Industrial Classification Manual*. Class III shall also include any user which discharges wastewater containing toxic or poisonous substances, or any substance causing interference with the wastewater facilities, either public or private.

INTERFERENCE: Inhibition or disruption of any sewer system, wastewater treatment process, sludge disposal system, or their operation, which substantially contributes to a violation of applicable discharge permits.

~~*LAUNDROMAT:* A business that provides home-type washing and drying machines for hire to be used by the customer on the premises.~~

~~*LOW INCOME PROPERTY OWNER:* A property owner that has an income as defined under the Community Development Block Grant Guidelines as administered by United States Government Housing and Urban Development (HUD) which are in effect at the time of application.~~

~~*MARINA:* A facility which provides docking slips for sale, for rent or for short term mooring for sail-driven or motor-driven watercraft and where the principal business activity includes selling gasoline to watercraft, selling boating equipment and accessories, slip rental or boat rental.~~

~~*MEDICAL CLINIC:* An establishment where patients, who are not lodged overnight, are admitted for examination and treatment by a group of physicians or dentists practicing medicine together.~~

~~**MOBILE HOME:** A single family dwelling unit, which is not a recreational vehicle, fifth wheel camper, or any other type of camper that has the following characteristics:~~

~~—1.— Designed for long term occupancy containing sleeping accommodations, flush toilet, tub or shower bath, and kitchen facilities with plumbing and electrical connections provided for permanent attachment to outside systems.~~

~~—2.— Designed to be transported after fabrication on its own wheels, flat bed, other trailers or detachable wheels.~~

~~—3.— Arrives at site where it is to be occupied as a dwelling unit complete with major appliances and furniture and ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports, connection to utilities and the like.~~

~~**MOBILE HOME PARK:** A parcel of land upon which two (2) or more mobile home spaces are located, regardless of whether or not a charge is made for such accommodation. A mobile home space means the area within a mobile home park designed for the accommodation of one (1) mobile home.~~

MOTEL: A building or group of buildings used primarily for the temporary residence of motorists or travelers, for compensation, as such it is open to the public and which does not contain kitchen facilities or a cook stove.

MULTI-COMMERCIAL: A building designed for or occupied exclusively by two (2) or more commercial entities (i.e., office, retail, professional), not individually metered or designed to be individually metered.

MULTI-FAMILY / MULTI-RESIDENTIAL: A building designed for or occupied exclusively by two (2) or more families, not individually metered or designed to be individually metered.

NATIONAL OUTLET: Any outlet into a watercourse, pond, ditch, lake, Lake of the Ozarks, intermittent stream, spring, creek or any other body of surface or ground water.

NPDES: National pollutant discharge elimination system permit program, whether administered by the EPA or by the State.

~~**NURSING HOME:** A home for the aged or infirm in which three (3) or more persons not of the immediate family are received, kept and provided with food, or shelter and care, for compensation, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis, treatment or care of the sick or injured.~~

OFFICE BUILDING: A building composed of offices sharing common walls and corridors.

OFFICE/RETAIL: An office building, a medical clinic, or a professional building or any other facility where office space is provided or service, retail or wholesale activities occur and where goods are not consumed or used on the premises and which is not classified otherwise.

OUTDOOR SEATING:

~~—1.— *Fast food.* An outdoor fast food seat shall mean a chair, stool or the portion of a booth or bench placed outside the walls of the business which would be occupied by a single customer of the establishment.~~

~~—2.— *Restaurant.* An outdoor restaurant seat shall mean a chair, stool or the portion of a booth placed outside the walls of the business which would be occupied by a single customer of the restaurant.~~

~~—3.— *Tavern.* An outdoor tavern seat shall mean a chair, stool or the portion of a booth or bench placed outside the walls of the business which would be occupied by a single customer of the tavern. Over seventy five percent (75%) of the total annual sales made at the seat is from serving alcoholic beverages.~~

OWNER: The person or persons who legally own, lease, or occupy private property with wastewater facilities which discharges to a privately-owned treatment facility such as, but not limited to, a septic tank.

pH: The logarithm of the reciprocal of the hydrogen concentration expressed in grams per liter of solution as determined by standard methods.

PLANT CAPACITY FEE: The plant capacity fee is the buying capacity in the existing or future wastewater treatment plant (WWTP). It is a one-time fee for development.

PRETREATMENT: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to discharge to the City's treatment facility.

PRETREATMENT STANDARD: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users.

PROPERLY SHREDDED GARBAGE: Garbage that has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in the wastewater sewers, with no particle greater than one-half (1/2) inch in any dimension.

~~*PROFESSIONAL BUILDING:* An office building generally housing doctors, lawyers or other licensed professional practitioners.~~

RESIDENTIAL USER (CLASS I): All premises used only for human residency and which is connected to a wastewater facility.

RESORT: Any building or group of buildings used primarily for the temporary residence of motorists or travelers, for compensation, and as such is open to the public and which contains kitchen facilities and/or a cook stove.

RESTAURANT ESTABLISHMENT: A business that sells and serves food to customers for consumption on the premises, which use of reused plates, cups, glasses and eating utensils.

~~*RESTAURANT SEAT:* A chair, stool or the portion of a booth which would be occupied by a single customer of the restaurant during conditions under which the restaurant is full of customers to normal capacity.~~

SANITARY WASTEWATER: Wastewater discharged from the sanitary conveniences of dwellings, office buildings, industrial plants or institutions.

SEWAGE WORKS: All facilities for collecting, pumping, treating and disposing of sewage.

SEWER: A pipe or conduit for carrying sewage.

SLUG: Any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.

STANDARD METHODS: The latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, Water Pollution Control Federation and American Water Works Association.

STORM SEWER: A sewer for conveying storm, surface and other waters, which is not intended to be transported to a treatment facility.

SUPERINTENDENT: The City Engineer or his/her representative, deputy or agent.

SURFACE WATER: Water which occurs when the rate of precipitation exceeds the rate at which water may infiltrate into the soil.

SUSPENDED SOLIDS: The total suspended matter that either floats on the surface of, or is in suspension in, water or wastewater, as determined by *Standard Methods*.

~~*TAVERN:* A business where customers are served alcoholic and non-alcoholic beverages to be consumed on the premises with the sale of such beverages accounting for at least seventy five percent (75%) of the business's annual revenues.~~

~~*TAVERN SEAT:* A chair, stool or the portion of a booth or bench which would be occupied by a single customer of the tavern during conditions under which the tavern is full of customers to normal capacity.~~

TOXINS: Any of the pollutants designated by Federal regulations pursuant to Section 307(a)(1) of the Act.

***UNSEWERED AREA:* Any property within the City limits without City sewer connection.**

WASTEWATER: A combination of liquid- and water-carried waste from residences, commercial buildings, industries and institutions, together with any ground water, surface water or stormwater that may be present.

WASTEWATER FACILITY: The combination of the wastewater sewers and treatment facilities.

WASTEWATER SEWER: The structures, processes, equipment and arrangements necessary to collect and transport wastewaters to the treatment facilities.

WASTEWATER TREATMENT FACILITY: The structures, processes, equipment and arrangements necessary to treat and discharge wastewater.

WATERCOURSE: A channel in which a flow of water occurs either continuously or intermittently.

WPCF: The Water Pollution Control Federation. (R.O. 2006 §710.010; Code 1975 §62.010; CC 1985 §25-25; Ord. No. 95.01 §1, 3-2-95; Ord. No. 95.60 §1, 4-4-96; Ord. No. 07.33 §1, 6-7-07)

Section 2. That Section 710.080 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 710.080: USE OF SEWER SYSTEM REQUIRED

- A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
- B. It shall be unlawful to discharge any human or animal excrement or other objectionable waste within the City, or in any area under its jurisdiction. Wastewater discharges to the City's wastewater facilities are not authorized unless approved by the superintendent in accordance with provisions of this Chapter.
- C. Except as provided in this Chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.
- D. The owner of any house, building, or property which is used for human occupancy, employment, recreation, or other purposes, under the jurisdiction of this Chapter, and abutting on any street, alley, or right-of-way in which there is or may be located a wastewater sewer connected to the treatment facility of the City, is required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly to the ~~proper~~ **City** sewer in accordance with the provisions of this Chapter, within ~~sixty (60) days~~ **ninety (90) days** after the date of official notice to do so provided that the proper wastewater sewer is within three hundred (300) feet of the property line. **An extension of up to one hundred**

and eighty days (180) to connect may be given to the property owner upon written request to the City Administrator or his/her designee.

- E. In cases where the existing sewer main is more than three hundred (300) feet from the property line of the proposed new construction the applicant may request permission to construct a new sewer main from the existing City sewer main to the new development or construction provided a permit is obtained from the City Building Official. The applicant shall submit for review and approval complete engineering drawings and design computations sealed by a Registered Professional Engineer in the State of Missouri. The proposed sewer extension shall conform to the City of Osage Beach Design Guidelines and Missouri Department of Natural Resources Regulations. Such design shall be in full conformance with the needs of the City as determined by the City Engineer.

In the event that the City Engineer requires the proposed addition to the sewer system to be of larger capacity for future City use than required by the connecting development the City may consider reimbursement to the extent of the cost increase required to meet the expanded capacity of the facility.

- F. The cost of connecting to the City wastewater system shall be the total obligation of the property owner. ~~except under the following circumstances:~~
- ~~1. The property owner is defined as a low income property owner under the Community Development Block Grant Guidelines.~~
 - ~~2. There is available in the City Treasury budgeted unencumbered appropriations to cover the specific purpose of providing hookups to low income property owners.~~
 - ~~3. Any such low income property owners agree to reimburse the cost of hookup if the property is sold within five (5) years after the connection is made to the City of Osage Beach wastewater system.~~
 - ~~4. Connection costs may be prorated between the low income property owner up to twenty percent (20%) and the City of Osage Beach eighty percent (80%).~~
 - ~~5. Property owners who do not meet the definition of a low income property owner but demonstrate financial hardship, as determined by the Public Utilities Committee, and provided there are adequate funds in the City Treasury budgeted and unencumbered for the specific purpose of providing hookups, the committee may recommend that the Board of Aldermen allow low interest loans.~~
 - ~~6. A lien shall be placed on the property and recorded with the County Recorder of Deeds until the loan amount agreed to by the property owner has been reimbursed to the City or the loan has been repaid. (R.O. 2006 §710.090; Code 1975 §§27.020, 62.120-62.150; CC 1985 §25-33; Ord. No. 95.01 §2, 3-2-95; Ord. No. 95.60 §2, 4-4-96; Ord. No. 07.51 §1, 12-6-07)~~

Section 3. That Section 710.400 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 710.400: BUYING CAPACITY AT SEWER TREATMENT PLANT PLANT CAPACITY FEE

~~A. *Required For New Construction, Existing Facilities.* All new construction applying for a building permit or any existing facility from the date of adoption of this Section whose property is located within three hundred (300) feet of a City sewer main shall buy capacity in the present or future treatment plant at a cost of two dollars fifty cents (\$2.50) per gallon of estimated daily sewage flow payable prior to issuance of the building permit.~~

~~B. *Compliance Date Notification Cost To Buy Capacity.* Any facility in existence and situated within the City limits on February 19, 1987, which does not connect to the sanitary sewerage system of the City within sixty (60) days from date of adoption of this Section or sixty (60) days from the date of notification to connect to the sewerage system from the City, whichever date is later, shall buy capacity in the present or future treatment plant at a cost of two dollars fifty cents (\$2.50) per gallon of estimated daily sewage flow. Payment shall be made prior to the connection to the sewerage system.~~

~~—The City shall mail such notification by certified mail, return receipt requested, to the last known address of the owner of the real estate where the facility is located. Such mailing shall constitute proper and sufficient notification.~~

~~C. *Determination Of Estimated Daily Sewage Flow.* The estimated daily sewage flow shall be determined by the following criteria:~~

<i>User Type/Customer Class</i>	<i>Unit</i>	<i>Estimated Flow (gpd)</i>	<i>Connection Charge @ \$2.50/gallon</i>
Residential	Each	172	\$430.00
Condominiums	Unit	172	430.00
Apartments/town houses	Unit	172	430.00
Motel/hotel	Unit	79	197.500
Resort	Unit	125	312.50
Campground/RV park	Space	32	80.00
Restaurant	Seat	22	55.00
Restaurant (outdoor)	Seat	11	27.50
Fast food	Seat	34	85.00
Fast food (no seating)	Each	468	1,170.00
Tavern	Seat	14	35.00
Tavern (outdoor)	Seat	7	17.50
Amusement show	Seat	0.8	2.00

Public beach	Each	521	1,302.50
Bakery	Each	273	682.50
Dialysis center	Station	158	395.00
Hospital	Bed	312	780.00
Nursing home	Bed	119	297.50
School	Student	7	17.50
Church	Each	352	880.00
Commercial laundry	Each	32,077	80,192.50
Laundromat	Machine	46	115.00
Car wash automatic/wand	Bay	343	857.00
Filling station	Each	235	587.50
Marina	Slips	4	10.00
Office/retail A — less than 20,000 sq. ft.	Each	140	350.00
Office/retail B — greater than 20,000 sq. ft.	Square feet	0.1	0.25
Grocery A — less than 40,000 sq. ft.	Each	657	1,642.50
Grocery B — greater than 40,000 sq. ft.	Square feet	0.13	0.32

—Flows for facilities of types not included in the above table shall be as determined by the City and approved by the Board of Aldermen.

~~D. Lower Per Capita Flow.~~ The Board of Aldermen may use a lower per capita flow than that which is listed in Subsection (C) if satisfactory justification for such an action exists.

~~E. Sewer Treatment Reserve Account.~~ The money collected in accordance with this Section shall be placed in an account entitled "Sewer Treatment Reserve Account" and shall be used only for the specific purpose of treatment plant construction and for expansion. The balance of the account shall be invested in accordance with State law to earn the maximum allowable interest. (R.O. 2006 §710.410; CC 1985 §25-136; Ord. No. 87.04 §§1-4, 2-19-87; Ord. No. 88.02 §§1-5, 2-4-88; Ord. No. 92.34 §3, 12-17-92; Ord. No. 02.11 §1, 3-7-02)

Plant capacity fees, a one-time fee, shall be paid by all property owners for new construction or existing facilities whose property is within three hundred (300) feet of a City sewer main and/or any person or entity desiring to connect, tap, or gain access to the City's sewer system.

A. New Construction. For all new construction, residential or commercial, the property owner shall pay the appropriate plant capacity fee(s) prior to the issuance of the site development permit.

- B. Existing Facilities. For any existing facility located within the City limits and within three hundred (300) feet of a City sewer main which did not pay a plant capacity fee when initially constructed, the property owner shall pay the appropriate plant capacity fee(s).
- C. Reconstruction / Improvements resulting in changes in demand for sewer services. For all reconstruction and/or improvements, residential or commercial, resulting in an increase in the sewer service demand, the applicable plant capacity fee(s) shall be paid based on the new demand. Credit shall be given for previously paid capacity fees for said property. No refunds are given for reconstruction and/or improvements resulting in decreases in demand.
1. For metered customers, a change in demand for sewer service is the difference in fees in the existing water meter and the new water meter for serving property. (For example: The replacement of an existing water meter with a larger meter will result in a correspondingly higher demand for sewer service and therefore an increase in demand will result.)
 2. For properties not on City water service, including multi-commercial customers, a change in demand for sewer service is the change in the defined class described in E below.
 3. For all multi-residential customers, a change in demand for sewer service is the increase in the number of units on the property.
 4. Exceptions. Plant capacity fees are not applicable for sewer service connections for the following:
 - a. Room additions, remodeling, rehabilitation or other improvements to an existing structure, provided there is no increase in the number of units or a change in the class as defined in section E below.
 - b. Rebuilding of a damaged or destroyed structure provided the water meter size, the number of units, or the class defined in E remains the same.
 - c. A change in occupancy provided there is no increase in demand for sewer service.
- D. Unsewered Areas. For areas within the City limits not currently served by the City sewer system and classified as an unsewered area; at such time the City constructs sewer infrastructure and makes available City sewer service for said unsewered area, plant capacity fees shall be waived for all connections effected within one year.
- E. Plant Capacity Fee. Buying capacity shall be determined based upon equivalent water demand requirements or the estimated water demand requirements within the defined class as determined in accordance with the City of Osage Beach's design guidelines. Multi-commercial and multi-residential users are classified as class A and shall pay class A fees per unit.

The defined classes and applicable Plant Capacity Fees are as follows:

Class	Name	Description	Plant Capacity Fee
A	Residential Light Commercial	Single-family residences with < 2.5 baths, Small commercial offices/retail, Multi-Residential structures, per unit charge (MF) No Laundries or Laundromats, No Restaurants, Maximum continuous demand < 10 gpm.	\$860.00
B	Small-Medium Commercial	Large residences, swimming pools, lawn irrigation for lawns < 6,000 sq. ft., Hotel/Motel with < 15 units, Small restaurants - < 75 seats, FF w/drive thru, Other Small - Medium Commercial, Maximum continuous demand < 25 gpm.	\$2,150.00
C	Medium Commercial	Hotel/Motel with < 35 units, Medium restaurants - > 75 seats, no outdoor seating, Other Medium Commercial, Maximum continuous demand < 50 gpm.	\$4,300.00
D	Medium-Large Commercial	Hotel/Motel with < 70 units, Large restaurants - > 175 seats, outdoor seating, Other Medium - Large Commercial, Maximum continuous demand < 80 gpm.	\$6,880.00
E	Large Commercial 1	Hotel/Motel with < 150 units, Other Large Commercial, Maximum continuous demand < 160 gpm.	\$13,760.00
F	Large Commercial 2	Hotel/Motel with < 300 units, Maximum continuous demand < 250 gpm.	\$43,000.00
G	Maximum Demand Commercial	Hotel/Motel with > 301 units, Maximum continuous demand > 1,000 gpm.	\$107,500.00

F. Reserve Account. The monies collected in accordance with this section shall be placed in the sewer treatment plant reserve account for the purpose of treatment plant construction or expansion.

Cross Reference--Buildings and building regulations, [ch. 500](#).

Section 4. That Section 710.470 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 710.470: RATE SCHEDULE

It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect **user** charges from all customers who use the public sewer system. The proceeds of such **user** charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements and extensions for such public sewer system.

~~Sewer rates are based on a monthly minimum rate plus a constant price for current monthly consumption on a volumetric basis based on water meters of such users of the public sewer system, as determined by water meters acceptable to the City.~~

~~Sewer charges for those users not on City metered water service will be billed at a monthly minimum rate, said rate being expressed herein as flat rate.~~

1. ~~General rate in City. Applicability~~ applicable to all residential, commercial and industrial users within the corporate limits of the City of Osage Beach.

MINIMUM MONTHLY BILL

Meter Size	Minimum Monthly Bill	Volume (Gallons) In Monthly Bill
5/8 inch	\$12.11	1,000
1 inch	\$16.29	1,000
1½ inch	\$20.48	1,000
2 inch	\$31.99	1,000
3 inch	\$116.76	1,000
4 inch	\$148.15	1,000
6 inch	\$179.55	1,000

~~Volumetric: All additional gallons used per month per one thousand (1,000) gallons one dollar sixty four cents (\$1.64).~~

~~Non individually metered multi-family residential structures (condominiums, apartments, etc.) and multi-commercial structures (office complex, etc.) shall be billed to the management entity at a minimum rate of twelve dollars eleven cents (\$12.11) per month (includes one thousand (1,000) gallons per unit) plus one dollar sixty four cents (\$1.64) per one thousand (1,000) gallons above the minimum usage.~~

Flat Rate:-

~~Single-family residential customers with individual sewer service connections currently not metered shall be billed at the monthly flat rate based on their individual Class A, or defined by the City by the chart below.~~

~~Multi-family residential structures (condominiums, apartments, etc.) and multi-commercial structures (office, retail, professional building, etc.) with individual sewer service connections currently not metered shall be billed at the monthly flat rate per unit based on defined class(s), defined by the City by the chart below.~~

~~Commercial customers with sewer service connections currently not metered shall be billed at the monthly flat rate based on their individual defined class(s), defined by the City by the chart below and as defined in Appendix C on file in the office of the City Clerk.~~

Class	Flat Rate
A Residential/Light Commercial	\$ 22.28

(Includes Residential 1", MC and MF Customers)	
B Small Medium Commercial, Hotel/Motel < 31	\$ 184.39
C Medium Large Commercial, Hotel/Motel < 61	\$ 389.48
D Medium Large Commercial, Hotel/Motel < 121	\$ 769.17
E Large Commercial, Hotel/Motel < 200	\$ 1,346.76
F Large Commercial, Hotel/Motel > 200	\$ 2,854.15
G Maximum Demand Commercial, Hotel/Motel > 200	\$ 4,279.55

~~Special Use Sewer Charge:~~ Special Use Sewer Charges may be implemented based on special use needs or requests deemed appropriate by the City, i.e., boat dumping, temporary meters, etc. This charge will be in addition to the monthly minimum plus volumetric charge and shall be calculated based on historical or research data for each individual customer and use.

~~2. General rate outside City.~~ Applicability applicable to all residential, commercial and industrial area outside the corporate limits of Osage Beach.

MINIMUM MONTHLY BILL

Meter Size	Minimum Monthly Bill	Volume (Gallons) In Monthly Bill
5/8 inch	\$26.38	1,000
1 inch	\$36.38	1,000
1½ inch	\$46.18	1,000
2 inch	\$73.39	1,000
3 inch	\$273.80	1,000
4 inch	\$348.02	1,000
6 inch	\$422.25	1,000

~~Volumetric:~~ All additional gallons used per month per one thousand (1,000) gallons one dollar sixty four cents (\$1.64).

~~Non-individually metered multi-family residential structures (condominiums, apartments, etc.) and multi-business commercial structures (office, retail, professional building, etc.) shall be billed to the management entity at a minimum rate of twenty six dollars thirty eight cents (\$26.38) per unit per month (includes one thousand (1,000) gallons per unit) plus one dollar sixty four cents (\$1.64) per one thousand (1,000) gallons above the minimum usage.~~

Flat Rate:-

~~Single-family residential customers with individual sewer service connections currently not metered shall be billed at the monthly flat rate based on their individual class A, or defined by the City by the chart below.~~

~~Multi-family residential structures (condominiums, apartments, etc.) and multi-commercial structures (office, retail, professional building, etc.) with individual sewer service connections currently not metered shall be billed at the monthly flat rate per unit based on defined class(s), defined by the City by the chart below.~~

~~Commercial customers with sewer service connections currently not metered shall be billed at the monthly flat rate based on their individual defined class(s), defined by the City by the chart below.~~

Class	Flat Rate
A Residential/Light Commercial (Includes Residential 1", MC and MF Customers)	\$ 36.76
B Small Medium Commercial, Hotel/Motel < 31	\$ 304.24
C Medium Large Commercial, Hotel/Motel < 61	\$ 642.64
D Medium Large Commercial, Hotel/Motel < 121	\$ 1,269.13
E Large Commercial, Hotel/Motel < 200	\$ 2,222.15
F	\$ 4,709.35

G	\$ 7,061.26
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~~Special Use Sewer Charge: Special Use Sewer Charges may be implemented based on special use needs or requests deemed appropriate by the City, i.e., boat dumping, temporary meters, etc. This charge will be in addition to the monthly minimum plus volumetric charge and shall be calculated based on historical or research data for each individual customer and use.~~

~~3. That Appendix A, Appendix B and Appendix C to the Sewer System User Charge Ordinance are on file in the office of the City Clerk and made a part of this Chapter. Appendix A Appendix B and Appendix C to the Sewer System User Charge Ordinance takes precedence over any terms, condition of agreements or contracts between recipients and users.~~

For metered customers, the sewer user charge shall be the monthly minimum sewer rate defined in A below plus the volumetric sewer rate defined in B below.

For non-metered customers, the monthly sewer user charge shall be the flat rate charge defined in C below.

A. Monthly Minimum Rate. The sewer monthly minimum rates for both In-City and Out-Of-City customers are scheduled as follows:

Meter Size	Effective JULY 1, 2010		Effective JANUARY 1, 2012		Effective JANUARY 1, 2014	
	<i>In-City</i>	<i>Out-Of-City</i>	<i>In-City</i>	<i>Out-Of-City</i>	<i>In-City</i>	<i>Out-Of-City</i>
5/8"	\$13.98	\$30.39	\$14.62	\$31.77	\$15.04	\$32.70
1"	\$18.78	\$41.77	\$19.63	\$43.66	\$20.20	\$44.95
1 1/2"	\$23.60	\$53.16	\$24.67	\$55.56	\$25.39	\$57.21
2"	\$36.84	\$84.45	\$38.51	\$88.26	\$39.64	\$90.89
3"	\$134.32	\$314.92	\$140.37	\$329.10	\$144.56	\$338.95
4"	\$170.42	\$400.27	\$178.10	\$418.29	\$183.42	\$430.82
6"	\$206.53	\$485.64	\$215.83	\$507.50	\$222.28	\$522.70
All Monthly Minimum Rates includes 0 - 1,000 gallons of water consumption.						

B. Volumetric Rate. For sewer customers on metered water service, the sewer volumetric rate is charged per 1,000 gallons of metered water consumption in excess of the first 1,000 gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective JULY 1, 2010	Effective JANUARY 1, 2012	Effective JANUARY 1, 2014
Per 1,000 gallons	\$1.94	\$2.04	\$2.08

C. Flat Rate. For sewer customers without metered City water service, the monthly sewer charge shall be a flat rate charge based on the user’s defined class(es).

1. The defined classes are as follows:

Class	Name	Description
A	Residential Light Commercial	Single-family residences with < 2.5 baths, Small commercial offices/retail, Multi-Commercial and Multi-Residential structures, per unit charge (MF/MU) No Laundries or Laundromats, No Restaurants, Maximum continuous demand < 10 gpm.
B	Small-Medium Commercial	Large residences, swimming pools, lawn irrigation for lawns < 6,000 sq. ft., Hotel/Motel with < 15 units, Small restaurants - < 75 seats, FF w/drive thru, Other Small - Medium Commercial, Maximum continuous demand < 25 gpm.
C	Medium Commercial	Hotel/Motel with < 35 units, Medium restaurants - > 75 seats, no outdoor seating, Other Medium Commercial, Maximum continuous demand < 50 gpm.
D	Medium-Large Commercial	Hotel/Motel with < 70 units, Large restaurants - > 175 seats, outdoor seating, Other Medium - Large Commercial, Maximum continuous demand < 80 gpm.
E	Large Commercial 1	Hotel/Motel with < 150 units, Other Large Commercial, Maximum continuous demand < 160 gpm.
F	Large Commercial 2	Hotel/Motel with < 300 units, Maximum continuous demand < 250 gpm.
G	Maximum Demand Commercial	Hotel/Motel with > 301 units, Maximum continuous demand > 1,000 gpm.

2. Flat rate charges. The monthly flat rate charges for both In-City and Out-Of-City customers are scheduled as follows:

Class	Effective JULY 1, 2010		Effective JANUARY 1, 2012		Effective JANUARY 1, 2014	
	<i>In-City</i>	<i>Out-Of-City</i>	<i>In-City</i>	<i>Out-Of-City</i>	<i>In-City</i>	<i>Out-Of-City</i>
A	\$25.59	\$40.35	\$26.74	\$42.17	\$27.54	\$43.44
B	\$161.99	\$255.47	\$169.28	\$266.97	\$174.36	\$274.98
C	\$263.57	\$415.65	\$275.43	\$434.35	\$283.69	\$447.38
D	\$567.08	\$894.29	\$592.60	\$934.53	\$610.38	\$962.57
E	\$1,099.99	\$1,734.70	\$1,149.49	\$1,812.76	\$1,183.97	\$1,867.14
F	\$3,071.29	\$4,843.50	\$3,209.50	\$5,061.46	\$3,305.79	\$5,213.30
G	\$4,558.80	\$7,189.31	\$4,763.95	\$7,512.83	\$4,906.87	\$7,738.21

D. Multi-Commercial and Multi-Residential.

1. For multi-commercial (office/retail complexes, etc.) and multi-residential (apartment complexes, condominium buildings, etc.) sewer customers on metered water service but

not individually metered by unit, the monthly minimum rate per month per unit is equal to the equivalent meter size based on the defined class of each unit's use as determined by the City Administrator or his/her designee plus the volumetric rate at the per 1,000 gallon rate based on water consumption in excess of the first 1,000 gallons per unit.

2. For multi-commercial and multi-residential sewer customers without metered City water service, the monthly minimum rate per month per unit shall be the flat rate defined by unit in C above as determined by the City Administrator or his/her designee.
4. ~~Users are hereby notified that costs to treat extra strength wastewater will be set by the Joint Sewer Treatment Board of Osage Beach and Lake Ozark and passed onto the extra strength user as appropriate. This charge will be in addition to the monthly minimum plus volumetric charge.~~
 - a. ~~Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the joint treatment works or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the Board of Aldermen.~~
 - b. ~~The user charge rates established in this Section apply to all users of the City of Osage Beach's treatment works, regardless of the user's location. (R.O. 2006 §710.470; CC 1985 §25-156; Ord. No. 88.01 Art. IV §§1-3, 2-4-88; Ord. No. 92.32 §3, 10-22-92; Ord. No. 92.34 §2, 12-17-92; Ord. No. 94.61 §1, 12-15-94; Ord. No. 95.59 §1, 12-21-95; Ord. No. 98.52 §1, 12-17-98; Ord. No. 00.53 §1, 1-18-01; Ord. No. 01.04 Art. II, 3-8-01; Ord. No. 02.10 §1, 3-21-02; Ord. No. 07.35 §1, 6-7-07)~~

Section 5. That Section 710.490 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

~~SECTION 710.490: ANNUAL REVIEW OF RATES--REVISION OF RATES--NOTIFICATION OF USER~~

- A. ~~The City Administrator or his/her designee shall review the user charge system annually and shall submit recommended rate changes to the Board of Aldermen any revised user charge rates necessary for further action. City of Osage Beach shall review the user charge system annually and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and retirement of debt and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.~~
- B. ~~The City of Osage Beach will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation, and maintenance including replacement of the treatment works.~~

C. Capacity charges as established in Article VI, Fees and Charges, Section 710.400, shall be paid to the City of Osage Beach by any person or entity desiring to connect, tap or gain access to the City of Osage Beach's sewers as follows:

1. ~~For new construction of residential or commercial facilities the owner shall purchase plant capacity as established in the Regional Wastewater Treatment Facility at the rate established in Osage Beach City Code Title VII, Chapter 710, Article VI, Section 710.400.~~
2. ~~For each lot or parcel improved with a single family residence, or commercial facility or structure whether constructed before or after any City of Osage Beach sewer, the property owner shall:

 - a. ~~Construct a sewer system designed by a Registered Professional Engineer. Such design shall be submitted to the City Building Official at the time of application for a building permit. The design shall conform to the City design guidelines. The owner shall construct the City approved design under the inspection of the City Building Inspector. Upon acceptance of the sewer system and connection to the City main the owner may transfer the system to the City along with appropriate easements.~~
 - b. ~~There are no connection or hookup fees.~~~~
3. ~~For a connection to a gravity sewer the City will make the tap or the installation of a "Wye" and the owner will be responsible for the construction and cost to extend said lateral as required to complete the connection in accordance with the City of Osage Beach approved standards of material and construction.~~
4. ~~For a connection to a pressure sewer, said contractor's cost shall refer to the complete installation of a City of Osage Beach approved grinder pump and the appropriate sized pressure line from the grinder pump to the City of Osage Beach's system. It will be the respective person or entity's responsibility, and cost, to connect the appropriate sized lateral to the grinder pump with City of Osage Beach approved standards of material and construction. (R.O. 2006 §710.490; CC 1985 §25-158; Ord. No. 88.01 Art. VI §§1-2, 2-4-88; Ord. No. 01.04 Art. II, 3-8-01)~~

Section 6. That this Ordinance shall be in full force and effect on July 1, 2010.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.26 was duly passed on _____, 2010 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. 10.26.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ENACTING A NEW SECTION CLARIFYING THE TERMS OF OFFICE FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, the Constitution of the State of Missouri provides for tenure of office in Article 7 Section 12 that "Except as provided in this constitution, and subject to the right of resignation, all officers shall hold office for the term thereof, and until their successors are duly elected or appointed and qualified," and ;

WHEREAS City Ordinances should reflect the same policy for city government so as to avoid a situation where the city's ability to do its work is impaired by lack of qualified officials or officers,

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

Section 1. A new section is hereby enacted as follows:

Section 115.135. Tenure in office

All City officers and officials, elected or appointed by the authority of the Code of Ordinances of this City and the laws of this state, who have not submitted their resignations or been removed from office pursuant to legal process or section 115.120 of this Code, shall hold their offices until their successors are elected or appointed, commissioned and qualified.

Section 2. Severability

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

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

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

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

READ FIRST TIME: _____; READ SECOND TIME _____;

I hereby certify that the above Ordinance No. 10.30 was duly passed on _____, 2010 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 the above ordinance 10.30

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date:

June 7, 2010

Submitted By:

City Treasurer

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Board Meeting Date:

June 17, 2010

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

Description of Item:

Bill 10-33 - Authorization for the Mayor to execute a renewal contract with Williams Keepers LLC to perform the City's annual financial audits.

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

Mayor, Board of Aldermen, residents, visitors and City staff

Why is Board Action Required?

Board action is required to enter into a contract.

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

Approve first and second readings of Bill 10-33, authorizing the Mayor to execute the renewal contract with Williams Keepers, LLC.

Are there any deadlines associated with this action?

Yes. The current contract term ends for the fiscal years ending December 31, 2009.

Comments and Recommendation of Department:

Williams Keepers, LLC has fulfilled its first contract obligation to the City. With their assistance and expertise, the City has generated two more award recognized Comprehensive Annual Financial Reports. Although the work load has increased due to new GASB standards, they have been able to provide the City with completed financial statements in a timely manner. They have provided the City with a consistent, professional audit team that works well with City staff. They have also offered many educational opportunities and updates at no additional cost to the City. To continue this

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level of service to the City, Williams Keepers, per the attached agreement, has offered the following fee schedule:

2010	\$28,000
2011	\$28,500
2012	\$29,000
2013	\$30,000
2014	\$31,500

This item is budgeted annually in account #10-13-733440, Financial Services. There is no increase from 2009 to 2010 and I believe the remaining years are very reasonable and recommend approval of this agreement with Williams Keepers, LLC.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Treasurer. Request first and second readings of Bill 10-33.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH WILLIAMS KEEPERS LLC TO PROVIDE AUDIT SERVICES FOR THE YEARS ENDING DECEMBER 31, 2010 THROUGH 2014.

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 finds that it is in the best interest of the City to authorize the Mayor to execute the contract with Williams Keepers LLC providing for audit services for the years ending December 31, 2010 through 2014.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Contract with Williams Keepers LLC and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach, Missouri.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.33 was duly passed on _____, 2010 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. 10.33.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

2005 West Broadway, Suite 100, Columbia, MO 65203
phone (573) 442-6174 fax (573) 777-7800

3220 West Edgewood, Suite E, Jefferson City, MO 65109
phone (573) 635-6196 fax (573) 644-7240

www.williamskeepers.com

May 5, 2010

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

On behalf of the partners and associates at Williams-Keepers LLC (WK), it is my sincere pleasure to present this engagement letter for audit services for the City of Osage Beach, Missouri (the City) for the fiscal years ending December 31, 2010 through 2014. We have enjoyed performing your audit in the past and are confident that we can continue to perform this work in accordance with the City's expectations.

Service to governmental entities represents a significant portion of our practice. Three of our audit partners have more than 25 years of experience in providing service to local municipalities and governmental entities. We have approximately 15 members on our governmental service team, several of whom play an active role in providing service to the City. To maximize efficiency and effectiveness, our plan is generally to return the same staff on a yearly basis, in particular the currently assigned in-charge auditor.

Because of the importance of governmental clients to our firm, all members of our governmental service team participate in continuing professional education opportunities throughout the year and are active members of the Government Finance Officers Association (GFOA) and Missouri Government Finance Officers Association. WK is also a member of the American Institute for Certified Public Accountants' (AICPA) Governmental Audit Quality Center. Additionally, our membership in PKF North America (PKF), a national association of similarly sized public accounting firms, affords us the opportunity to consult with PKF audit partners who serve on Special Review Committees of the GFOA Certificate of Achievement Program. We share these opportunities with the City's staff by hosting seminars, emailing updates, and providing information during the course of the audit. The combination of our professional experience and affiliations provides us with a continuous stream of resources that can be of significant benefit to the City.

The engagement letter sets out the audit objectives, management responsibilities, audit procedures, and general information. Our proposed pricing structure is also included in this document. In view of the continuing economic issues, we did not increase our fee from 2009 to 2010 and have minimal increases in the remaining years. For those years, we would evaluate the engagement to determine whether the proposed fee increases are warranted.

WK sincerely appreciates the opportunity to be of continuing service to the City. We believe we provide a combination of experience, knowledge, and availability that benefits the City and makes WK a logical choice for audit services for the City. If I can be of further assistance, please do not hesitate to contact me.

Sincerely

Heidi Chick



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

1005 West Broadway, Suite 100, Columbia, MO 65203
Tel: (573) 442-6171 Fax: (573) 777-7800

3220 West Edgewood, Suite E, Jefferson City, MO 65109
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www.williamskeepers.com

May 5, 2010

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

We are pleased to confirm our understanding of the services we are to provide the City of Osage Beach for the years ended December 31, 2010 through 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Osage Beach as of and for the years ending December 31, 2010 through 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Osage Beach's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of Osage Beach's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparisons

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies the City of Osage Beach's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in

relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Osage Beach and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services. Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the

financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and the timing and format related thereto.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

City of Osage Beach
May 5, 2010
Page 5

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Osage Beach's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Osage Beach's major programs. The purpose of those procedures will be to express an opinion on the City of Osage Beach's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request, prepare workpapers and analyses, and locate any documents selected by us for testing. We will provide you with a list of information required for the audit and anticipate having the information ready when we start fieldwork.

We will begin our audit each year on a mutually agreeable date. Heidi A. Chick will be the engagement partner and is responsible for supervising the engagement and signing the reports.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City of Osage Beach; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Williams-Keepers, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Williams-Keepers, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of three years after the report release or for any additional period requested in writing by a federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees for the audit of the financial statements for years ending December 31, 2010, 2011 and 2012 are summarized below. Our invoices for these fees may be rendered each month as work progresses and are payable upon presentation.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Net fee	<u>\$ 28,000</u>	<u>\$ 28,500</u>	<u>\$ 29,000</u>	<u>\$ 30,000</u>	<u>\$ 31,500</u>

Our fees, as indicated in our proposal, are based on the following assumptions and representations:

- The books and records will be ready for audit by a mutually agreed upon date;
- Adjusting entries needed to correct the books and records, if any, will be minimal;

- The books and records requested supporting schedules will be prepared by the City's staff and will be ready for audit at prearranged dates, and the City's staff will be available and provide reasonable assistance during our audit fieldwork;
- The City maintains, and makes available to us, adequate records and supporting documentation to test financial transactions, assets and liabilities;
- The City will provide draft copies of management's discussion and analysis and the Introductory and Statistical sections of the Comprehensive Annual Financial Report. These will be provided in advance of the May 15 due date to allow us adequate time to review the reports; and
- There will be no significant or unusual changes in the City's size, federal programs, accounting and regulatory requirements or services to be performed. Any such changes will be discussed with the City in advance so that a renegotiated fee, if appropriate, can be mutually agreed upon.

If significant additional time is necessary because of problems related to the above assumptions, we will discuss it with the City Treasurer before we incur the additional costs. If additional time is required, we would arrive at a mutually agreeable fee arrangement. Typically, such additional fees would be based on our estimated time requirements at our standard hourly rates for the personnel utilized.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report was previously provided to you.

We appreciate the opportunity to be of service to City of Osage Beach and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Williams-Keepers, LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Osage Beach.

By: _____

Title: _____

Date: _____

000031

Submission Date: May 25, 2010

Submitted By: City Planner

Board Meeting Date: June 17, 2010

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

Description of Item:

Bill 10-27 - Approval of Duenke Real Estate Holdings L.L.C. Voluntary Annexation

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

The City, Duenke Real Estate Holdings L.L.C.

Why is Board Action Required?

A public hearing as required by RSMo. Section 71.012, was held June 3, 2010. No written objections to the proposed annexation were filed, and no one was present at the public hearing who voiced any opposition to this annexation. Board approval is required to approve the annexation.

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

First reading of Bill 10-27.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

This is a request to annex a portion of property that contains a section of the new road that is proposed for construction by the applicant. The proposed road will allow the applicant to develop a portion of their property located between Swiss Village Road and State Highway KK.

City Administrator Comments and Recommendation:

Request first reading of Bill 10-27 to annex a portion of the Duenke property.

BILL NO. 10-27

ORDINANCE NO. 10.27

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF OSAGE BEACH, MISSOURI.

WHEREAS, on April 30, 2010, a verified petition signed by all owners of the real estate hereinafter described requesting annexation of said territory into the City of Osage Beach, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Osage Beach, Missouri; and

WHEREAS, a public hearing concerning said matter was held at the City Hall in Osage Beach, Missouri, at the hour of 6:30 p.m. on June 3, 2010; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on May 26, 2010, in the Lake Sun, a daily newspaper of general circulation in the County of Camden, State of Missouri; and

WHEREAS, at said public hearing, all interested persons, corporations or political subdivision were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Osage Beach, Missouri within fourteen days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of Osage Beach, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. Pursuant to the provision of Section 71.012 RSMo, the following described real estate is hereby annexed into the City of Osage Beach, Missouri, to wit:

A tract of land being a part of the northwest quarter of the southwest quarter and the southwest quarter of the southwest quarter of Section 16, and the northwest quarter of the northwest quarter of Section 21, all in Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows: Beginning at the southeast corner of the northwest quarter of the southwest quarter of said Section 16, thence north, along the east line of said quarter quarter 600 feet; thence southwesterly to a point on the north line of the southwest quarter of the southwest quarter of said Section 16, said point being 400 feet west of the northeast corner of said southwest quarter of the southwest quarter; thence south, parallel to the east line of said southwest quarter of the southwest quarter of said Section 16, 1320 feet, more or less, to the north line of the northwest quarter of the northwest quarter of said Section 21; thence continuing south, on a line parallel to the east line of said northwest quarter of the northwest quarter 400.0 feet; thence southeasterly of a point on the east line of said northwest quarter of the northwest quarter to a point on the east line of said quarter quarter, said point being 800.0 feet south of the northeast corner of the northwest quarter of the northwest quarter of said Section 21; thence north along said east line 800.0 feet to the southeast corner of said southwest quarter of the southwest quarter of said Section 16; thence continuing north, along the east line of said quarter quarter, 1320 feet, more or less, to the point of beginning.

Section 2. The boundaries of the City of Osage Beach, Missouri, hereby are altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3. The City Clerk of the City of Osage Beach is hereby ordered to cause three certified copies of this Ordinance to be filed with the Camden County Clerk.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.27 was duly passed on _____, 2010 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 10.27

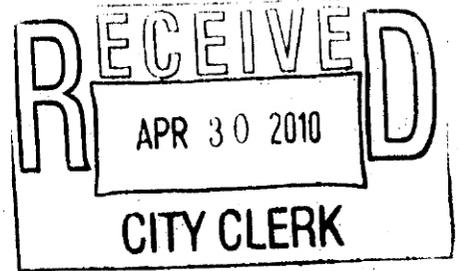
Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CITY OF OSAGE BEACH
PETITION REQUESTING ANNEXATION



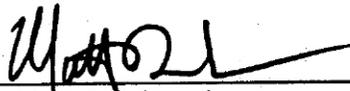
The undersigned, Matthew W. Duenke, Senior Board Member of Duenke Real Estate Holdings, L. L. C., a Missouri limited liability company, hereinafter referred to as the Petitioner, for its petition to the Board of Aldermen of the City of Osage Beach, Missouri, states and alleges as follows:

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1. That Duenke Real Estate Holdings, L.L.C. is the owner of all fee interest of record in the real estate in Camden County, Missouri described in the attached 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 it is requested 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 it is requested 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 30th day of April, 2010.

Duenke Real Estate Holdings, L. L. C.

By: 
Matthew W. Duenke,
Senior Board Member

Address: 1026-9 Palisades Boulevard, Osage Beach, Missouri 65065

Phone Number: 573-348-1758, Extension 1

000035

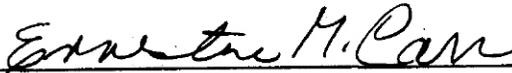
ACKNOWLEDGMENT

State of Missouri)
) ss.
County of Camden)

On this 30th day of April, 2010, before me, the undersigned Notary Public, appeared Matthew W. Duenke, to me personally known, who being by me duly sworn, did say that he is the Senior Board Member of Duenke Real Estate Holdings, L. L. C., a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its Members, and said Matthew W. Duenke acknowledged said instrument to be the free act and deed of said limited liability company.

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

Seal



Notary Public

My Commission Expires:
Dec. 20, 2011

ERNESTINE M. CARR
Notary Public - Notary Seal
State of Missouri
Camden County
Commission # 07440911
My Commission Expires Dec. 20, 2011

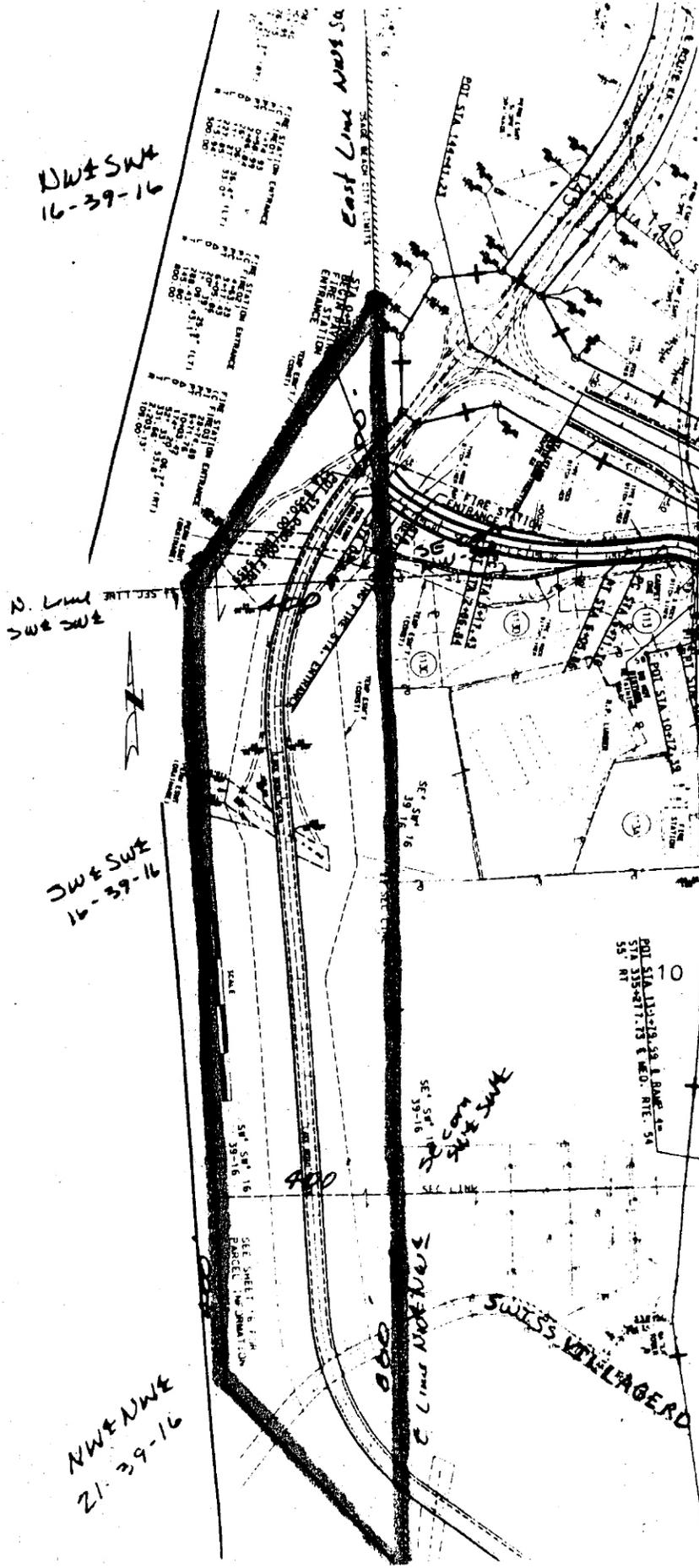
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DW±SW±
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21-39-16



POL. STA. 111-119-59 L. BAR. 4.0
STA. 335-271-79 & MED. RTE. 54
55 RT

Submission Date: June 9, 2010
Submitted By: City Attorney
Board Meeting Date: June 17, 2010

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

Description of Item:

Bill 10-31. Repeals Section 405.370(B)(6) of the City code concerning political signs. This section is effectively overruled by the decision of the Eighth Circuit Court of Appeals in *Whitton v. Gladstone*, 54 F.3d 1400 (8th Cir, 1995).

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

Citizens, candidates, City codes, staff

Why is Board Action Required?

Board action is required to adopt an ordinance.

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

Request first reading of Bill 10-31.

Are there any deadlines associated with this action?

No

Comments and Recommendation of Department:

This action is necessary to bring our sign ordinance into compliance with existing law. It repeals a section that has been effectively overruled in a very similar situation. Staff will continue to carefully monitor the issue of signs in the City.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 10-31

ORDINANCE NO. 10.31

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 405.370(B)(6) OF THE CITY CODE OF OSAGE BEACH, MISSOURI DEALING WITH POLITICAL SIGNS.

Whereas, the Board of Aldermen has been advised that a section of the city code concerning political signs found in the Osage Beach Code of Ordinances at Section 405.370(b)(6) is effectively overruled by the decision of the Eighth Circuit Court of Appeals in *Whitton v. Gladstone*, 54 F.3d 1400 (8th Cir, 1995).

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

Section 1. That Section 405.370(b)(6).of the Osage Beach Code of Ordinances is hereby repealed.

Section 2. This ordinance shall be in full force and effect upon the date of passage and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.31 was duly passed on _____, 2010 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 the above ordinance 10.31.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: June 10, 2010

Submitted By: City Engineer

Board Meeting Date: June 17, 2010

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

Description of Item:

Bill 10-32 - Allows the Mayor to sign easement agreement with Union Electric Company

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

Citizens of Osage Beach, Ameren UE, contractors, and City Staff

Why is Board Action Required?

Board approval required for Ordinance.

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

A motion to approve first and second readings of Bill 10-32.

Are there any deadlines associated with this action?

In order to receive this easement, we have to execute this agreement.

Comments and Recommendation of Department:

This agreement is for the easement from Ameren UE in connection with the Zebra Roadway Project.

The Engineering Department recommends approval. A first and second reading of Bill 10-32 is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 10-32

ORDINANCE NO. 10.32

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE UNION ELECTRIC COMPANY EASEMENT ATTACHED AS EXHIBIT A.

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 hereby authorizes the Mayor on behalf of the City of Osage Beach to execute the Easement, a true copy of which is attached hereto as Exhibit "A" with Union Electric Company.

Section 2. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.32 was duly passed on _____, 2010 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. 10.32.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

UE EASEMENT OSAGE BEACH SUB (658) CITY OF OSAGE BEACH 5-25-10

EASEMENT

THIS EASEMENT, Made and Entered into this 1st day of June, 2010, by and between **UNION ELECTRIC COMPANY**, a Missouri corporation, d/b/a **AmerenUE**, hereinafter referred to as "AmerenUE" (Grantor); and **The City of Osage Beach**, hereinafter referred to as "Grantee"

WITNESSETH:

WHEREAS, AmerenUE owns a tract of land being Lot "A" of Union Electric Subdivision, a replat of Tract 8 of Tuttle's Acreages, in Camden County, Missouri, as shown on Exhibits 21a, 21b, 21c as recorded in Book 424, Page 726, of the Camden County, Missouri records.

WHEREAS, The City of Osage Beach desires to obtain the following easements and license agreement (See Exhibits 21a, Permanent Right of Way Easement, Exhibit 21b, Temporary Slope Construction License and Exhibit 21c, Permanent Utility Easement) to construct, repair, operate, and maintain the afore mentioned and appurtenances thereto, hereinafter referred to as "Facilities", in, upon, over, under, and across portions of AmerenUE's above-described tract of land; and

WHEREAS, AmerenUE is willing to allow The City of Osage Beach to locate, construct, repair, operate, and maintain said facilities in, upon, over, under, and across portions of said tract of land as described above, subject to the conditions and covenants hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$ 10.00) and the covenants and provisions hereinafter set forth to be kept and performed by The City of Osage Beach, AmerenUE does hereby remise, release and quit-claim unto The City of Osage Beach, ("Grantee"), a permanent easement to construct, repair, operate, and

maintain said Facilities as described above, in, upon, over, under, and across portions of **AmerenUE's** above-described tract of land shown hachured on the drawing marked **Exhibit 21a, 21b, 21c** ("Easement Area"), attached hereto and made a part hereof, and to use such additional space adjacent to the easement so granted as may be required for working room during construction, maintenance or repair of the facilities, subject, however, to all easements, mortgages, restrictions, or encumbrances whatsoever, whether or not the same are of record;

RESERVING, however, unto **AmerenUE**, its successors and assigns, the right to the continued use and occupancy of the above-described premises for **AmerenUE's** electric facilities and for any use not inconsistent with the easement rights herein conveyed. **AmerenUE** further specifically reserves the right to utilize the afore mentioned permanent utility easement for any and all purposes in connection with its utility business.

This easement is subject to the following terms and conditions:

1. **The City of Osage Beach** shall prepare and file with **AmerenUE** a final plan and profile of said Facilities and of any modifications made thereto.

2. **The City of Osage Beach** shall make no modifications to said Facilities without having first obtained **AmerenUE's** prior written consent thereto, which consent shall not be arbitrarily withheld.

3. **The City of Osage Beach** shall use and cause others to use extra precaution in the construction, repair, operations, maintenance, or removal of said Facilities when adjacent to, over, under, or near **AmerenUE's** underground or overhead electrical facilities and shall maintain proper support and stabilization for **AmerenUE's** underground electric facilities and shall prevent damage or collapse due to undermining. **The City of Osage Beach or its successors, assigns and licensees**, except in the case of emergency, shall provide **AmerenUE** with at least forty-eight (48) hours advance written notice of any digging or trenching on or adjacent to **AmerenUE's** property to permit **AmerenUE** to have a field supervisor on the property during said digging or trenching. In the case of an emergency, **The City of Osage Beach or its successors, assigns and licensees**, shall notify **AmerenUE** of any digging or trenching by telephone as soon as possible. **The City of Osage Beach or its successors, assigns and licensees**, shall provide no less than twenty (20) feet radial clearance from all of **AmerenUE's** facilities, including towers, poles and overhead lines. **The City of Osage Beach or its successors, assigns and licensees**, shall warn and instruct each and every person engaged in or in any way connected with such work as to the existence, location, and nature of **AmerenUE's** electric lines and electrical facilities.

4. **The City of Osage Beach or its successors, assigns and licensees**, shall comply with and shall require all persons acting under **The City of Osage Beach Project Number 452660J**, including without limitation agents, contractors and employees, to

comply with all applicable laws, regulations, and codes, including without limitation applicable provisions of the latest addition of the National Electrical Safety Code, the Overhead Power Line Safety Act, Sections 319.075 through 319.090 RSMo., and the Underground Facility Safety and Damage Prevision Act, Sections 319.015 through 319.050 RSMo. (collectively "Laws"), as such Laws may be amended from time to time. Nothing herein shall be construed to relieve **The City of Osage Beach or its successors, assigns and licensees**, from the duty to comply with Laws; but if and to the extent that this instrument requires precautions or specific clearances which are greater than those imposed by Laws, such greater precautions or clearances provided for in this instrument shall be binding on **The City of Osage Beach or its successors, assigns and licensees**, and any such person(s) acting under **The City of Osage Beach Project number 452660J**.

5. All construction, maintenance, repair, operation, or removal work done in connection with said Facilities shall be performed in such a manner that it will not endanger or interfere with **AmerenUE's** operations and maintenance of its electric lines and related facilities. The City shall maintain open access to **AmerenUE's** property 24 hours a day, seven days a week in connection with this project. In the event installation, construction, maintenance, repair, operation, or removal of said Facilities requires the use of cranes, hoists, or other devises, **The City of Osage Beach or its successors, assigns and licensees**, shall maintain a minimum of twenty (20) feet radial clearance in any area directly under or adjacent to any of **AmerenUE's** overhead facilities.

6. All cuts, ditches, trenches, ruts, or excavations made by **The City of Osage Beach or its successors, assigns and licensees**,, its agents, employees, contractors, or their representatives, in connection with the construction, repair, operation, maintenance, or removal of said Facilities shall be refilled to and maintained at the level of the adjoining ground, and **The City of Osage Beach or its successors, assigns and licensees**, shall re-seed all disturbed areas. The City shall have placed at both ends of the culvert where it discharges, a protective filter fabric and eight inches (8") of rip rap rock.

7. **The City of Osage Beach or its successors, assigns and licensees**, shall continually maintain efficient and orderly operation and maintenance of said Facilities on **AmerenUE's** above-described tract of land in such a manner so as not to unreasonably disturb or interfere with the use thereof.

8. All charges for work and materials supplied in connection with said Facilities and all taxes levied in connection therewith shall be borne by **The City of Osage Beach or its successors, assigns and licensees**, and **The City of Osage Beach or its successors, assigns and licensees**, shall hold **AmerenUE's** property harmless from any liens or encumbrances arising here from.

9. **The City of Osage Beach, its successors, assigns and licensees**, and their contractor(s) engaged in construction or reconstruction of said Facilities on **AmerenUE's**

above-described tract of land shall obtain (i) general liability insurance which shall name **Union Electric Company d/b/a AmerenUE**, as an additional insured on a primary and non-contributory basis, with limits of coverage not less than \$1,000,000 (ii) Workers Compensation insurance with statutory limits and (iii) Employers' Liability with limits not less than \$1,000,000. Said insurance, as it pertains to **AmerenUE**, shall cover liabilities arising out of occurrences during the term of this easement and said period of construction or reconstruction upon AmerenUE's parcel and any adjacent property used.

10. In the event **The City of Osage Beach or its successors, assigns and licensees**, shall fail to perform any of its duties hereunder and shall fail within thirty (30) days after written notice from **AmerenUE** to correct such default, **AmerenUE** shall have the right to cure said default or may employ other persons to do so, and **The City of Osage Beach or its successors, assigns and licensees**, hereby agrees to pay, reimburse, and compensate AmerenUE for whatever costs or expenses which are thereby incurred by **AmerenUE**. The foregoing shall be without prejudice to any other right or remedy.

11. Nothing in this easement shall be construed as being in conflict with the provisions of a certain mortgage or deed of trust given by Union Electric Company in favor of The Bank of New York, as successor trustee, dated June 15, 1937, and amendments and supplements thereto, which mortgage or indenture is now of record, nor shall the same impair the right of Union Electric Company to make any future supplemental indenture or change in said mortgage or lessen or impair the right to execute other and additional mortgages or deeds of trust, or any other instrument in the nature of a mortgage or deed of trust, and this easement shall be subject to all provisions contained in such instrument.

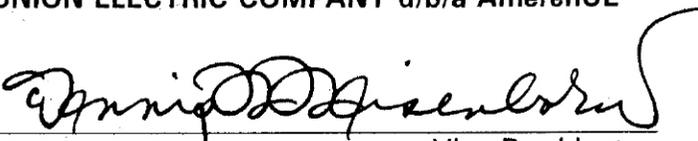
12. To the maximum extent permissible by law, Grantee shall indemnify, defend and hold harmless Grantor, its affiliates and their employees, contractors and agents from any Claim, except Claims arising from the sole negligence of Grantor, its affiliates or either of their employees, contractors or agents, relating to or arising from (i) any activity by or on behalf of Grantee or (ii) the existence or operation of Grantee's Facilities. "Claim" includes without limit any claim, liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss. If Grantee fails to keep any promise or covenant in this easement agreement or any amendment thereto, Grantee shall pay to Grantor, as the case may be, all of its costs and attorney fees in enforcing performance. Before any work by or on behalf of Grantee at or adjacent to the Easement Area, Grantee shall provide, maintain and deliver to Grantor verification that Grantee is in compliance with the requirements set forth in Section 9. above.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above mentioned.

ATTEST:


Assistant Secretary

UNION ELECTRIC COMPANY d/b/a AmerenUE


Dennis W. Weisenborn Vice President

ATTEST:

Title

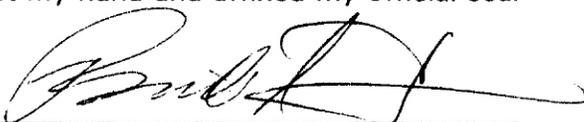
CITY OF OSAGE BEACH, MISSOURI

By _____
Title

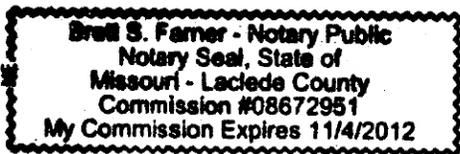
STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 1st day of June, 2010, before me appeared Dennis W. Weisenborn to me personally known, who, being duly sworn, did say that he is a Vice President of UNION ELECTRIC COMPANY, a Missouri corporation, d/b/a AmerenUE, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Dennis W. Weisenborn acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public



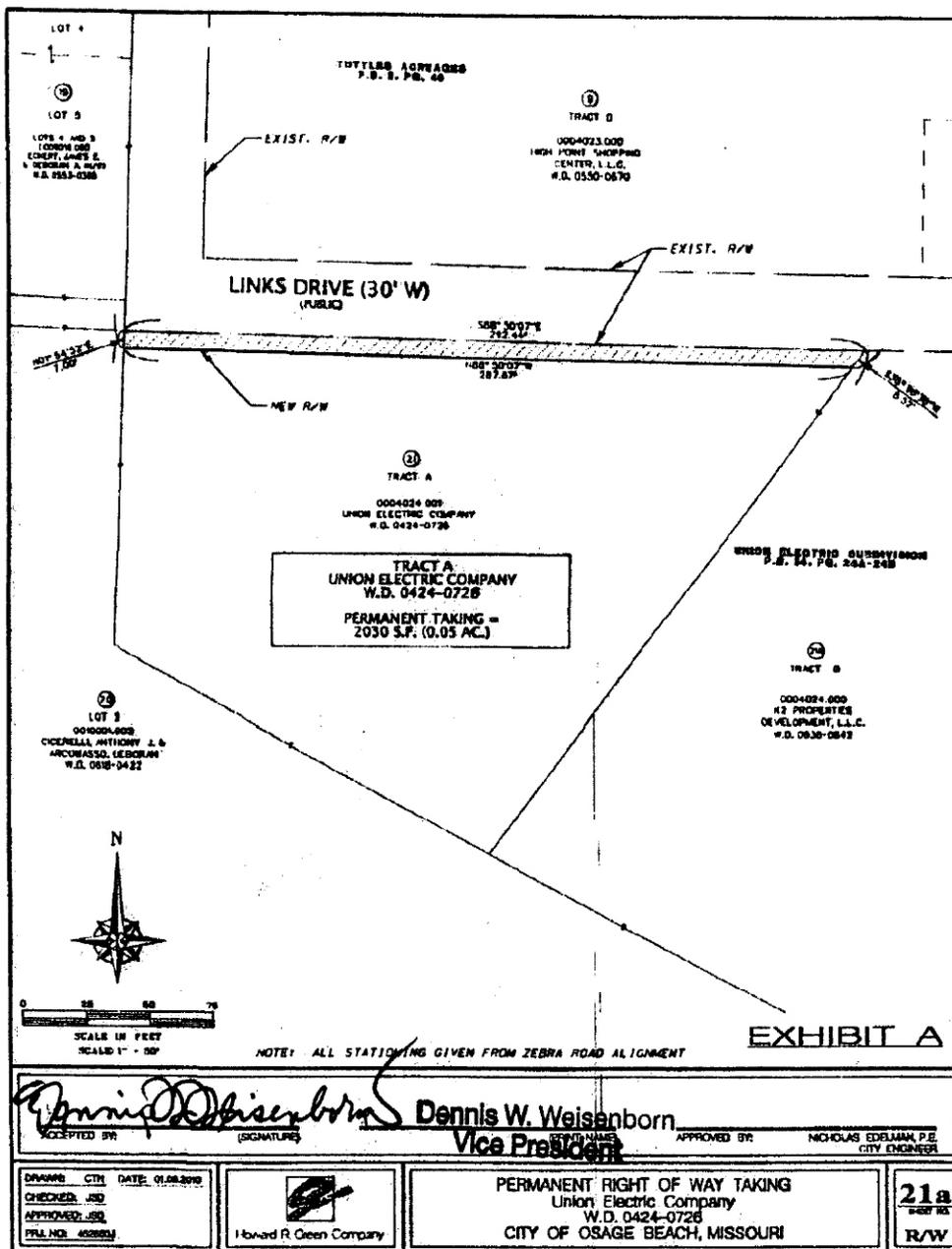
State of Missouri)
) SS.
County of Camden)

On this _____ day of _____, 2010, Before Me _____, a Notary Public in and for said State, personally appeared _____, known to be the person or persons who executed this easement on behalf of the Board of Aldermen of the City of Osage Beach, Missouri and acknowledged to me that he, she or they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission expires: _____

Notary Public



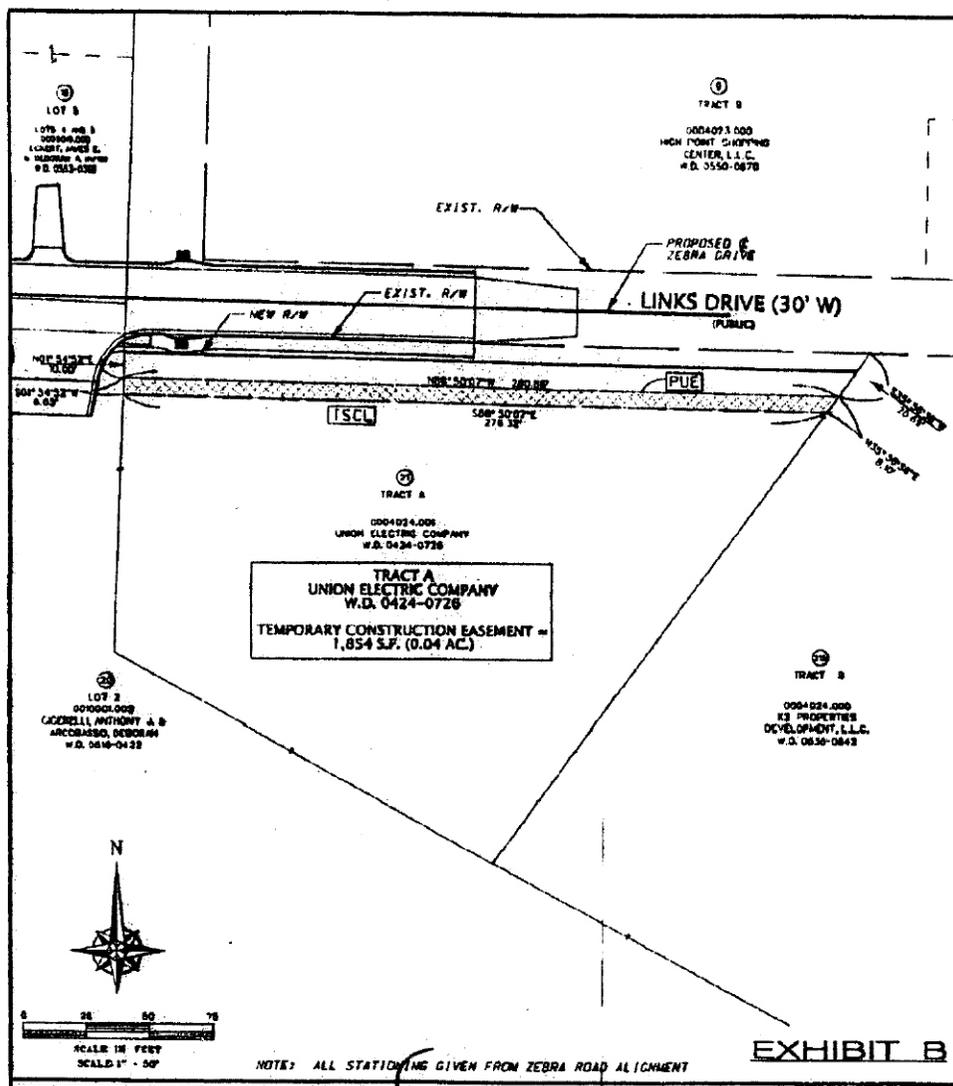


EXHIBIT B

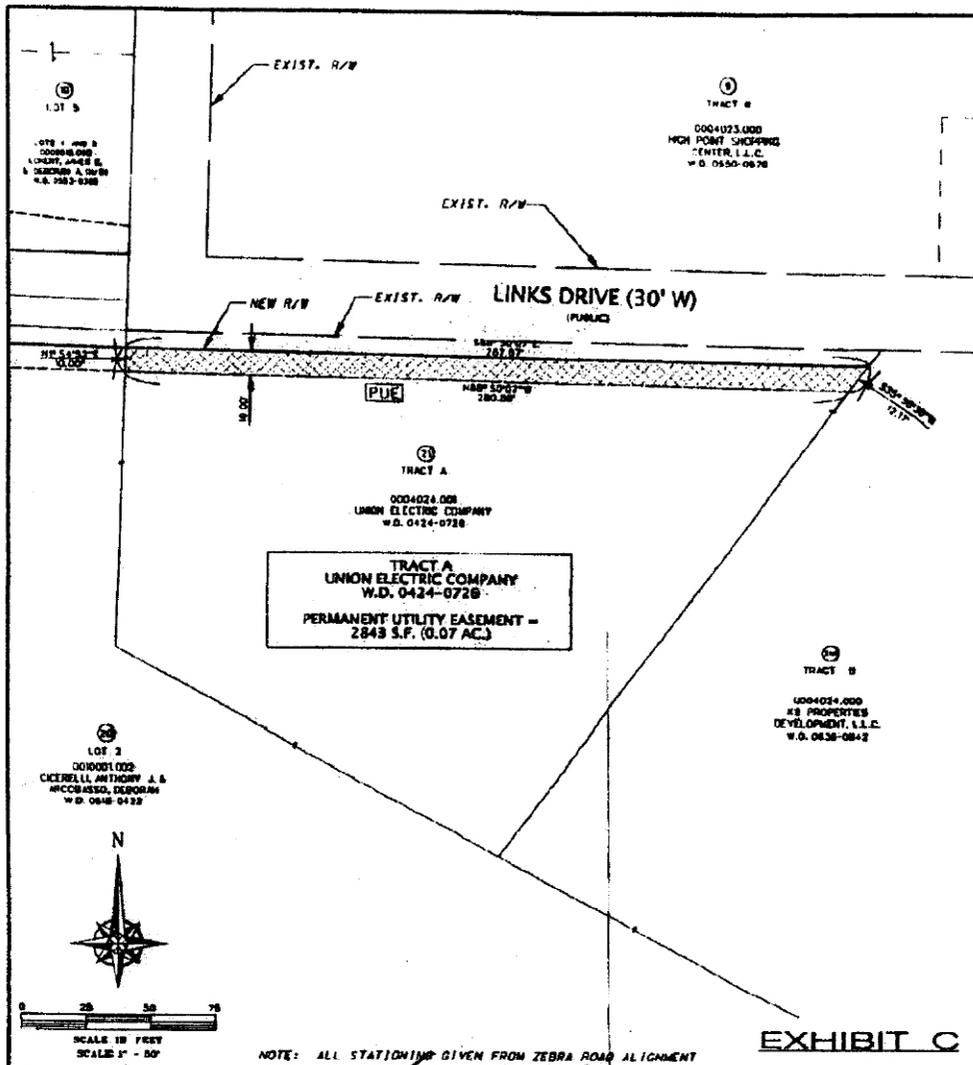

Dennis W. Weisenborn
 ACCEPTED BY: (SIGNATURE) **Vice President** APPROVED BY: NICHOLAS EDELMAN, P.E. CITY ENGINEER

DRAWN: CTM DATE: 08/28/2008
 CHECKED: JSD
 APPROVED: JSD
 PPL NO: 492863


 Board R. Green Company

TEMPORARY SLOPE CONSTRUCTION LICENSE
 Union Electric Company
 W.D. 0424-0728
 CITY OF OSAGE BEACH, MISSOURI

21b
 6-0071 NO.
TSCL



ACCEPTED BY: *Dennis W. Weisenborn* (SIGNATURE) **Dennis W. Weisenborn** Vice President

APPROVED BY: *Nicholas Edelman* (SIGNATURE) **NICHOLAS EDELMAN, P.E.** CITY ENGINEER

DRAWN: CTH DATE: 01/08/10
 CHECKED: JSG
 APPROVED: JSG
 PUL NO: 420064



PERMANENT EASEMENT TAKING
 Union Electric Company
 W.D. 0424-0726
 CITY OF OSAGE BEACH, MISSOURI

21c
 8467 AC
 PUE

Submission Date: June 8, 2010
Submitted By: City Administrator
Board Meeting Date: June 17, 2010

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

Description of Item:

Approve reappointment of Judge William Washburn to serve as the City's Municipal Judge.

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

City of Osage Beach, residents and visitors.

Why is Board Action Required?

Board must approve this reappointment in accordance with the City Code.

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

Motion to approve reappointment of Judge William Washburn.

Are there any deadlines associated with this action?

Yes, this must be done prior to July 1st. The City Code states that the Municipal Judge is reappointed for a two-year term in July in even numbered years.

City Administrator Comments and Recommendation:

The Judge's reappointment has been reviewed with the Mayor, the City Attorney and City Staff, and they all feel that Judge Washburn should continue to serve the City in this capacity. Judge Washburn was contacted to see if he was interested in being reappointed, and he is. Therefore, I would request your consent to reappoint Judge Washburn as the City's Municipal Judge.