



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](http://www.osagebeach.org)

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
June 2, 2011 – 6:30 P.M.  
CITY HALL

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

**CALL TO ORDER**  
**Pledge of Allegiance**  
**Roll Call**

**MAYOR'S COMMUNICATIONS**

**CITIZENS' COMMUNICATIONS**

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

**APPROVAL OF CONSENT AGENDA**

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

- Minutes of 05/12/11 and 05/19/2011 (Page 01)
- Bills (Page 09)

**UNFINISHED BUSINESS**

NONE

**NEW BUSINESS**

- A. Bill No.11-38. Authorizing an Agreement with Osage Water Company and Dierbergs. First and Second Readings (Page 19)

- B. Resolution 2011-04. Expressing Opposition to the Proposed Annexation of a Portion of Highway 54 by the City of Linn Creek. (Page 55)
- C. Appointments to the Osage Beach Citizen Advisory Committee (Page 59)
- D. Bid Award. Cove Road Reconstruction (Page 60)
- E. Recommendation to Reject all Bids for Water and Sewer Treatment Chemicals (Page 61)
- F. Highway Safety City Council Authorization (Page 62)

**COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN**

**STAFF COMMUNICATIONS**

**ADJOURN**

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

May 12, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Public Forum to gather input on a possible smoking ban in Osage Beach on Thursday, May 2, 2011, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Ron Schmitt and Alderman Kevin Rucker. Alderman Dave Gasper was absent. Others present were City Administrator Nancy Viselli, City Attorney Ed Rucker, and City Clerk Diann Warner.

Board members met with constituents to solicit input on a possible smoking ban in Osage Beach. Educational materials were available and participants were able to sign a form stating whether they were in favor of or in opposition to further pursuing a smoking ban. A survey will be placed on the City's website for residents, visitors and business owners to give their opinion before the Board takes any action on any type of smoking ban.

The meeting adjourned at 7:30 p.m.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

# UNAPPROVED

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

May 19, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, May 19, 2011, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman Dave Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. City Clerk Diann Warner was present and performed the duties of that office.

### **Mayor's Communications.**

Mayor Lyons invited everyone to attend the Lake of the Ozarks Council of Local Governments meeting on June 20 here at City Hall where the featured speaker will be Mr. Kevin Keith, Director of MoDOT. Mayor Lyons was hopeful that the elected officials and staff from the organizations that are represented by the Council would attend the meeting.

Mayor Lyons reported that she has received several positive comments about the road improvements to Zebra and Stewart.

### **Citizens Communications.**

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

### **Consent Agenda.**

Alderman Kahrs announced that he would not be voting on the liquor license approvals because one of the licenses is for Sycamore Creek Golf Club.

Alderman Rucker moved to approve the consent agenda which includes minutes of the regular meeting held on May 5, 2011, the bill list as submitted and liquor licenses to the following:

1. Arris Pizza & Pub
2. Bear Creek Valley Golf Club
3. Blue Moon Marina, Inc.
4. Bootleggers Saloon
5. Bridgeport Captains Lounge
6. Casey's General Store
7. Celebration Cruises, LLC
8. Dick's Liquors
9. Dragon House Buffet
10. Flirt, LLC
11. Half-Sauced Barbeque
12. The Hideout Bar & Grill
13. Hy-Vee Food Store
14. Hy-Vee Gas
15. Imo's Pizza
16. I M Tirebiters
17. Inn at Grand Glaize
18. Kaiser Kountry, LLC

## UNAPPROVED

19. Kirkwood Lodge
20. KK Eagle Stop (Gier Oil Co., Inc.)
21. Lake Liquor & Tobacco
22. On the Rise
23. Rapid Roberts #113
24. Sycamore Creek Golf Club
25. Target Store T-1914
26. The Tailgate Party

Alderman Schmitt seconded the motion which was voted on and passed with Alderman Kahrs abstaining.

**Unfinished Business.** None.

**New Business.**

**Public Hearing.** Authorizing Compliance with new FEMA Flood Maps.

There was no report, questions or comments; therefore Mayor Lyons closed the public hearing at 6:35 p.m.

**Appointment to the Board of Appeals.**

Mayor Lyons asked the Board to confirm the appointment of Kevin Carter to the Board of Appeals for a five year term. Alderman Kahrs moved to approve the appointment of Kevin Carter to the Board of Appeals. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

**Appointment to the Board of Adjustment.**

Mayor Lyons asked the Board to confirm the appointment of Edward Manzer to the Board of Adjustment for a five year term. Alderman Kahrs moved to approve the appointment of Edward Manzer to the Board of Adjustment. Alderman Farmer seconded the motion which was voted on and unanimously passed.

**Appointment to the Planning Commission.**

Mayor Lyons asked the Board to confirm the appointment of Susan Ebling and Phil Kircher to the Planning Commission for four year terms. Alderman Kahrs moved to approve the appointment of Susan Ebling and Phil Kircher to the Planning Commission. Alderman Gasper seconded the motion which was voted on and unanimously passed.

**Appointment to the Tax Increment Financing Commission.**

Mayor Lyons asked the Board to confirm the appointment of Randy Winburn to the Tax Increment Financing Commission for a four year term. Alderman Farmer moved to approve the appointment of Randy Winburn to the Tax Increment Financing Commission. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

## UNAPPROVED

**Bill No. 11-32.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING CHAPTER 415, FLOOD DAMAGE PREVENTION IN ITS ENTIRETY AND A NEW CHAPTER 415 FLOODPLAIN MANAGEMENT ORDINANCE IS HEREBY ENACTED IN ITS PLACE.

City Engineer Nick Edelman explained that FEMA created new flood maps which will be adopted in June. He said that there was a band around the lake but the new maps tie elevations to flood plains. Both City Planner Patterson and City Engineer Edelman agreed that the maps are positive for the City.

Mayor Lyons presented the first reading of Bill No. 11-32 by title only. It was noted that Bill No. 11-32 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill No. 11-32 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-32 by title only.

Alderman Gasper moved to approve the second and final reading of Bill No. 11-32 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-32 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Kahrs, Alderman Rucker, Alderman Gasper, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 11-32 was passed and approved as Ordinance No. 11.32.

**Bill No. 11-33.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF OSAGE BEACH, MISSOURI.

No written responses were received objecting to the annexation; therefore the Board may annex the property described in Bill No. 11-33 as Lazy Days Condominiums into the City of Osage Beach.

Mayor Lyons presented the first reading of Bill No. 11-33 by title only. It was noted that Bill No. 11-33 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill No. 11-33 as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-33 by title only.

Alderman Farmer moved to approve the second and final reading of Bill No. 11-33 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-33 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Rucker, Alderman Gasper, Alderman Schmitt, Alderman Olivarri, Alderman Farmer. "Nays": None. Bill No. 11-33 was passed and approved as Ordinance No. 11.33.

**Bill No. 11-34.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 10.72, PART 5.O OF THE A/E SERVICES CONTRACT NO.

## UNAPPROVED

### AE0B10-031 MASTER AGREEMENT FOR GENERAL SERVICES AND TASK NO. 1 FOR HIGHWAY 42 WATER AND SEWER ALIGNMENT ASSISTANCE WITH HDR/ARCHER.

City Engineer Nick Edelman explained that when the Highway 42 Water and Sewer Project began, the Greater Osage Beach Water and Sewer Master Plan was not completed. Now that it has been adopted, we would like to have HDR/Archer verify that the proposed design will be able to accommodate the proposed extension and verify capacity. This contract modification will complete the engineering services so that this project will be able to go out for bids.

The Task Order was written with a not to exceed amount of \$15,000. This contract modification will increase that amount by \$12,000 to \$27,000. Funding is available in account 35-00-773100 Engineering.

The Engineering Department recommends approval. City Engineer Nick Edelman said all easements have been acquired and this contract will not delay the project.

Mayor Lyons presented the first reading of Bill No. 11-34 by title only. It was noted that Bill No. 11-34 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-34 as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-34 by title only. It was noted that Bill No. 11-34 has been available for public review.

Alderman Rucker moved to approve the second and final reading of Bill No. 11-34 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-34 and to pass same into Ordinance: "Ayes": Alderman Rucker, Alderman Gasper, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs. "Nays": None. Bill No. 11-34 was passed and approved as Ordinance No. 11.34.

### **Proposed Contract Modification.** AEOB05-025 for the Westside Airport Area Water and Sewer Systems

City Engineer Edelman explained that the Connecting Sewer Project is under construction and there were multiple changes in the construction of this contract for various reasons. This has required the amount of work that we receive from HDR/Archer to increase. Title III Services under this contract are based on a cost plus fee basis. An example of the additional work required is that the water line outside of the pavement near the old laundry facility on State Highway KK must be moved which has required additional drawings and contract negotiation time. This work was not anticipated when the last contract modification to this contract was approved. The other additional work to this engineering services contract is to minimize the disruption of water service for residents on Three Seasons Road.

The City Engineer recommended approval of Contract Modification No. 3 in the amount of \$25,000. Funds are available in 35-00-773100 Engineering. City Engineer Edelman said MoDOT indicated they would reimburse a percentage of the engineering costs.

## UNAPPROVED

Alderman Olivarri moved to approve Contract Modification No. 3 in the amount of \$25,000 as recommended. Alderman Gasper seconded the motion which was voted on and unanimously passed.

**Bid Award.** Passover Road Reconstruction Phase 2.

The following bids were received and opened on May 6, 2011.

Magruder Paving LLC	\$1,992,901.18
Lehman Construction	\$1,972,037.35
Don Maggi, Inc.	\$1,683,705.59
APAC Missouri	\$1,954,913.42
Steve & Associates	\$1,848,460.23
JC Industries, Inc.	\$1,717,777.20

The apparent low bidder is Don Maggi, Inc., in the amount of \$1,683,705.59. This project was budgeted under Item No. 20-00-773143 in the amount of \$1,600,000. This project is \$83,705.59 over budget. This project is not anticipated to be completed prior to the end of the year. If this is awarded, additional funding will be needed in the 2012 budget.

The Engineering Department recommends award of the contract for the Passover Road Reconstruction Phase 2 to Don Maggi, Inc., in the amount of \$1,683,705.59 contingent upon MoDOT approval.

Alderman Olivarri moved to award the bid for the Passover Road Reconstruction Phase 2 Project to Don Maggi, Inc., in the amount of \$1,683,705.59 contingent upon MoDOT approval. Alderman Gasper seconded the motion which was voted on and unanimously passed.

**Bid Award.** Ozark Meadows Road Repair

The following bids were received:

Magruder Paving, Inc.	\$68,497.70
Grund Construction, LLC	\$80,532.17
Strait-line Construction	\$59,383.25
APAC Missouri, Inc.	\$80,529.56
Stockman Construction Corp.	\$110,486.00
JC Industries, Inc.	\$87,818.17

The apparent low bidder is Strait-Line Construction USA, Inc., with a low bid of \$59,383.25. This project was budgeted under Item No. 20-00-773212 in the amount of \$70,000.00.

This project will repair deteriorating streets within Ozark Meadows subdivision.

The Engineering Department has worked with Strait-Line Construction USA, Inc., on projects in the past with positive results and recommends awarding the Ozark Meadows Road Repair project to Strait-Line Construction USA, Inc., in the amount of \$59,383.25.

## UNAPPROVED

Alderman Olivarri moved to award the bid for the Ozark Meadows Road Repair to Strait-line Construction, the low bidder, in the amount of \$59,383.25 as recommended. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

**Bill No. 11-35.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING ARTICLE XIV, FIREWORKS OF CHAPTER 210 OFFENSES; SECTIONS 210.680, 210.690, 210.700, 210.710, 210.720, 210.730, 210.740, 210.750 AND NEW SECTIONS 210.680, 210.690, 210.700, 210.710, 210.720, 210.730, 210.740, 210.750 ARE HEREBY ENACTED IN ITS PLACE.

City Attorney Rucker explained that Bill No. 11-35 would create a residential fireworks permit to allow the display of consumer fireworks on Memorial Day, July 2, 3, 4, Labor Day and New Years' Eve at the private residence of permit holders. Lieutenant Todd Davis commented that the amendment to the ordinance would assist the police department in monitoring those who have permits.

Alderman Farmer commented that the proposed liability insurance requirement is very low and City Attorney said that permit holders would be responsible for any damage but proof of insurance would not be required.

Alderman Kahrs said that St. Peters allows residential fireworks on holidays and approving Bill No. 11-35 would help the police department and those without permits would be issued citations. He added that residents have fireworks displays even though it is illegal. City Attorney Rucker compared Bill No. 11-35 to the existing ordinance that allows fireworks displays with a licensed pyrotechnic.

Alderman Schmitt disagreed with the insurance coverage requirement and said he would like the applicant to provide proof of insurance.

Alderman Kahrs moved to amend Paragraph E to provide a \$1 million liability insurance policy and a certificate of insurance showing that coverage exists for fireworks displays. There was no second to the motion.

Following discussion, Alderman Kahrs moved to Delete Section 210.270 E. and to amend Section 210.750 to read as follows:

“An applicant for a Standard Fireworks Discharge Permit or a Residential Fireworks Permit under this Article shall provide proof satisfactory to the City Attorney of financial ability to pay all damages which may be caused either to a person or persons or to property by reason of the permitted display arising from the acts of the permittee, the permittee’s agent, employees, contractors or subcontractors. Proof of financial responsibility shall be satisfied by furnishing a bond or liability insurance policy covering any of the aforesaid damages in the amount of not less than one million dollars (\$1,000,000) and in such a form as determined by the City Attorney to be adequate in each case to indemnify the City”.

Alderman Rucker seconded the motion. The following roll call vote was taken to amend Bill No. 11-35: “Ayes”: Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Kahrs. “Nays”: Alderman Gasper, Alderman Farmer. The motion passed.

## UNAPPROVED

Alderman Kahrs moved to approve the first reading of Bill No, 11-35 as amended. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the first reading of Bill No. 11-35 as amended: "Ayes": Alderman Rucker, Alderman Olivarri, Alderman Kahrs. "Nays": Alderman Gasper, Alderman Schmitt, Alderman Farmer. The vote resulted in a tie. Mayor Lyons voted in the negative to break the tie, therefore, the first reading of Bill No. 11-35 failed.

### **Communications from Board Members.**

Alderman Gasper. Dave Gasper commented that during his eight years as mayor in an Illinois town, the most complaints he received was about fireworks.

### **Staff Communications.**

City Attorney. Ed Rucker reported that Osage Water Company owns the easements at High Pointe that serves Lil Rizzo's and Michaels 939 and Dierbergs needs the ability to remove the water lines and cap the wells. Mr. Rucker said an agreement would be prepared for the Board to consider at the next Board meeting. Alderman Rucker expressed his concern that the existing lines would not be capable of providing fire suppression. City Attorney Rucker explained that Dierbergs will install new lines, connect to the City's system and Michael's 939 and Lil Rizzo's would also connect to City water.

City Clerk. Diann Warner reminded the Board that nominations for the Osage Beach Citizens Advisory Committee are needed by June 1.

Public Works Superintendent. Rick King reported that the water department completed inspecting the wells and they are all operating efficiently, and the sewer department is conducting maintenance to prepare for the busy tourist season. He reported that the 20<sup>th</sup> Annual Shoreline Clean-up will use the pavilion at the Osage Beach City Park on Saturday and 30 fifth and sixth graders assisted in building a community garden at Harper Chapel Church. Mr. King said he was able to get someone to donate the dump truck to haul compost for the garden. The White Goods Program resulted in over 30 refrigeration units being collected in addition to two full roll off dumpsters.

There being no further business to come before the Board, the meeting adjourned at 7:35 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 May 19, 2011.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

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**CITY OF OSAGE BEACH  
BILLS LIST  
June 2, 2011**

<b>Bills Paid Prior to Board Meeting</b>	<b>376,527.49</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>127,105.09</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>218,373.41</b>
<b>TIF Transfer Prior to Board Meeting</b>	<b>135,976.86</b>
<b>TIF Pilots Transfer Prior to Board Meeting</b>	<b>42,200.75</b>
<b>Bills Pending Board Approval</b>	<b>332,070.59</b>
<b>Total Expenses</b>	<b><u>1,232,254.19</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000010</b>	
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	3,940.00
		INTERNAL REVENUE SERVICE	Fed WH	12,167.38
			FICA	5,066.64
			Medicare	1,749.22
		ICMA	Retirement 457 &	750.74
			Retirement 457	1,706.00
			Loan Repayments	1,171.98
			Loan Repayments	974.98
			401 Loan Payment	351.44
			401 Loan Payment	427.56
			Loan Repayments	225.63
			Loan Repayments	113.61
			Retirement Roth IRA	235.00
			TOTAL:	29,224.49
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	197.88
			Medicare	46.27
		LAKE AREA CHAMBER OF COMMERCE	QTRLY BREAKFAST FORUM	16.00
		ICMA	Retirement 401	145.00
		LAKE OF THE OZARKS COUNCIL OF LOCAL GO	COUNCL LOCAL GVMNT MEMBERS	731.07
			TOTAL:	1,136.22
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	MO CITY/COUNTY MANAGEMENT ASSC	MEMBERSHIP DUES	75.00
		INTERNAL REVENUE SERVICE	FICA	404.35
			Medicare	94.56
		ICMA	Retirement 401	402.53
			TOTAL:	976.44
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	418.60
			Medicare	97.90
		LAKE SUN LEADER 645	SUBSCRIPTION RENEWAL 1342	146.95
		ICMA	Retirement 401	401.33
			TOTAL:	1,064.78
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	441.75
			Medicare	103.32
		ICMA	Retirement 401	448.19
			TOTAL:	993.26
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	93.10
			Medicare	21.77
		ICMA	Retirement 401	92.76
			TOTAL:	207.63
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	272.58
			Medicare	63.75
		ICMA	Retirement 401	263.79
		THE MISSOURI BAR	MO BAR CLE PROGRAM-ED RUCK	322.00
			TOTAL:	922.12
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	261.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000011	AMOUNT
			Medicare		61.16
		ICMA	Retirement 401		260.99
			TOTAL:		583.64
Building Maintenance	General Fund	AT & T/CITY HALL	MAY SERVICE		1,571.31
			TOTAL:		1,571.31
Parks	General Fund	AMEREN MISSOURI	LOWER DIAMOND LIGHTS		9.33
			BALL DIAMONDS CONS STAND		95.59
			42 HWY BALL PK LTS		16.74
		INTERNAL REVENUE SERVICE	FICA		290.54
			Medicare		67.96
		ICMA	Retirement 401		213.32
			TOTAL:		693.48
Human Resources	General Fund	CITY OF OSAGE BEACH	EMPLOYEE DRIVER TRNING PRI		525.00
		WELTY, MIKE	TUITION REIMB		506.25
		INTERNAL REVENUE SERVICE	FICA		110.00
			Medicare		25.73
		LEIGH, CINDY	TUITION REIMB		1,181.25
		ICMA	Retirement 401		113.98
		RUCKER, EDWARD	TUITION REIMB		1,091.61
			TOTAL:		3,553.82
Overhead	General Fund	TRAVELERS	COMMERCIAL PACKAGE CHANGE		16.00
			TOTAL:		16.00
Police	General Fund	INTERNAL REVENUE SERVICE	FICA		2,927.63
			Medicare		684.71
		ICMA	Retirement 401		2,891.59
		FORD, SAM	WATER		2.26
			WINDOW CONTROL SWITCH		53.89
		NORTH AMERICAN POLICE WORK DOG ASSOC	NAPWDA MEMBERSHIP		45.00
			TOTAL:		6,605.08
911 Center	General Fund	AT & T/CITY HALL	MAY 911 SERVICE		1,325.32
		INTERNAL REVENUE SERVICE	FICA		766.51
			Medicare		179.26
		ICMA	Retirement 401		772.88
			TOTAL:		3,043.97
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA		268.30
			Medicare		62.75
		ICMA	Retirement 401		261.61
			TOTAL:		592.66
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA		730.07
			Medicare		170.74
		ICMA	Retirement 401		538.09
			TOTAL:		1,438.90
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA		290.29
			Medicare		67.89
		ICMA	Retirement 401		283.06
			TOTAL:		641.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012	AMOUNT
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding		334.85
		INTERNAL REVENUE SERVICE	Fed WH		1,115.86
			FICA		459.71
			Medicare		158.72
		ICMA	Retirement 457		50.00
			Loan Repayments		34.92
			TOTAL:		2,154.06
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTS		2,879.68
			STREET LIGHTS		1,117.18
		MILLER CO RECORDER	UTILITY EASEMENTS - 42 HWY		60.00
		DIRECTOR OF REVENUE-CREDIT STATE ROAD	NICHOLS 4TH RAMP		295,456.00
		INTERNAL REVENUE SERVICE	FICA		678.65
			Medicare		158.73
		ICMA	Retirement 401		675.00
		CAMDEN COUNTY RECORDER OF DEEDS	COVE ROAD EASEMENT		27.00
			TOTAL:		301,052.24
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding		200.52
		INTERNAL REVENUE SERVICE	Fed WH		638.91
			FICA		273.07
			Medicare		94.27
		ICMA	Retirement 457		25.00
			Loan Repayments		16.89
			Loan Repayments		22.97
			401 Loan Payment		64.32
			401 Loan Payment		75.98
			Loan Repayments		68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS		68.50
			WATER LEIN		25.00
			TOTAL:		1,573.49
Water	Water Fund	AMEREN MISSOURI	WELL #2 LK RD 54-59		98.16
			SWISS VILLAGE WELL		1,768.26
		AMEREN MISSOURI	BLUFF RD WATER TOWER		223.53
			COLLEGE WELL BEHIND CHURCH		40.77
			HOLIDAY SHORES WELL		15.79
		INTERNAL REVENUE SERVICE	FICA		403.12
			Medicare		94.27
		ICMA	Retirement 401		408.25
		DUNHAM, LOYD	MILEAGE REIMB 05/04-05/10/		46.92
			TOTAL:		3,099.07
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding		335.63
		INTERNAL REVENUE SERVICE	Fed WH		1,093.88
			FICA		478.50
			Medicare		165.19
		ICMA	Retirement 457		45.00
			Loan Repayments		149.90
			Loan Repayments		56.78
			401 Loan Payment		108.67
		CAMDEN COURT	Case #07CM-AC00640		134.23
			Case No. 10CM-AC00321		147.26
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS		68.50
			SEWER LIEN		25.00
			TOTAL:		2,808.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,696.30		
			GARMANY, DAVID	MILEAGE REIMB 05/11-05/18/	114.24	
			AMEREN MISSOURI	835 E 42 HWY LIFT STATION	14.10	
					KK DR LTG PALISADES COMMON	80.47
					3797 OSAGE BEACH PKWY GP	14.61
					3889 OSAGE BEACH PKWY GP	9.33
					749 42 HWY LIFT STATIONS	9.33
					800 42 HWY LIFT STATION	10.64
				INTERNAL REVENUE SERVICE	FICA	706.33
					Medicare	165.18
				ICMA	Retirement 401	715.76
				STARK, CHAD	MILEAGE REIMB 05/04-05/10/	86.70
					TOTAL:	5,622.99
		NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	321.00
					INTERNAL REVENUE SERVICE	Fed WH
	FICA			458.73		
	Medicare			158.38		
	TOTAL:			2,089.37		
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	677.16		
			Medicare	158.38		
		ICMA	Retirement 401	513.51		
			TOTAL:	1,349.05		
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	119.80		
			INTERNAL REVENUE SERVICE	Fed WH	422.30	
			FICA	194.02		
			Medicare	66.97		
			ICMA	Retirment 457 &	112.30	
				Loan Repayments	16.89	
			TOTAL:	932.28		
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL	9.33		
				LO STATE PARK LOCALZR	34.80	
				AIRPORT FIREHOUSE	83.21	
				KAISER TERMINAL BLDG	328.82	
				LCF AIRPORT RENTAL UNIT	108.22	
				NEW AIRPORT HANGAR	71.28	
				LCF AIRPORT HANGAR	42.09	
				INTERNAL REVENUE SERVICE	FICA	286.39
					Medicare	66.97
				ICMA	Retirement 401	262.03
					TOTAL:	1,293.14
		NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	72.20
					INTERNAL REVENUE SERVICE	Fed WH
	FICA			131.75		
	Medicare			45.50		
	ICMA			Retirment 457 &	74.86	
	TOTAL:	542.50				
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AIRPORT HANGAR	39.05		
				AIRPORT RD 54 HWY, TBLC EX	179.24	
				GG AIRPORT SHOP	25.63	
				957 AIRPORT RD	10.95	

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TBLC EXT D GG AIRPORT	14.69
			GG AIRPORT HANGAR	13.66
			GG AIRPORT SLEEPY	20.85
		INTERNAL REVENUE SERVICE	FICA	194.50
			Medicare	45.50
		ICMA	Retirement 401	194.00
			TOTAL:	738.07

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

10	General Fund	53,272.69
20	Transportation	303,206.30
30	Water Fund	4,672.56
35	Sewer Fund	8,431.53
40	Ambulance Fund	3,438.42
45	Lee C. Fine Airport Fund	2,225.42
47	Grand Glaize Airport Fund	1,280.57
GRAND TOTAL:		376,527.49

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	CENTER FOR MUNICIPAL SOLUTIONS	COMPLIANCE & RECOMMENDATN	400.00
			TOTAL:	400.00
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	LOCAL GVMNT WK-MAYORS BRKF	30.00
			TOTAL:	30.00
City Clerk	General Fund	MO DEPT OF REVENUE	APRIL SALES TAX REPORT	35.00
		STAPLES ADVANTAGE	TONER CARTRIDGE, STAPLER	59.85
			TOTAL:	94.85
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	69.27
		INTERNATIONAL CODE COUNCIL INC	DANGER SIGN	21.75
			TOTAL:	91.02
Building Maintenance	General Fund	ELECTRONICS UNLIMITED	DPS ENTRY DOOR LOCK REPAIR	65.00
		GB MAINTENANCE SUPPLY	CUPS, PAPER TOWELS	149.04
			TOTAL:	214.04
Parks	General Fund	PURCELL TIRE CO	FLAT REPAIR	26.22
		MEEKS BUILDING CENTER	HOSE HANGER, BITS, NUTS, B	28.72
			NUTS, BOLTS, SCREWS, WASHE	1.78
		EZARD'S ACE HARDWARE	FASTENERS	3.94
		FLEET ONE	PARKS FUEL	265.93
			PARKS FUEL	187.26
		O'REILLY AUTO PARTS	GREASE FTG	5.99
			FUSE BLOCKS	5.98
			CRIMP TOOL, TERMINAL KIT	17.98
		LARRY'S LAKESIDE AUTO REPAIR INC	REPAIR FUEL INJ WIRING #3	63.09
		SHERWIN-WILLIAMS	SHERSTRIPE ATH WHTWB	44.28
			SHERSTRIPE ATH WHTWB	506.40
			SHERSTRIPE ATH WHTWB	506.40
			SHERSTRIPE ATH WHTWB	442.80
		SURECUT LAWN CARE LLC	BASEBALL FIELDS MAINT.	850.00
		ROCK ISLAND COUNTRY STORE	CUTRINE PLUS GRANULE	91.60
			TOTAL:	2,035.57
Overhead	General Fund	PITNEY BOWES INC	RED INK, TAPE	245.62
		STAPLES ADVANTAGE	PAPER	101.67
			TOTAL:	347.29
Police	General Fund	WALMART COMMUNITY BRC	PRISONER FOOD	14.95
		RAPID SIGNS	STOP & YIELD SIGNS	36.00
		FLEET ONE	PUBLIC SAFETY FUEL	1,559.40
			PUBLIC SAFETY CAR WASH	68.00
			PUBLIC SAFETY FUEL	1,253.32
			PUBLIC SAFETY CAR WASH	48.00
		O'REILLY AUTO PARTS	TIRE FOAM	4.99
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG, ROTATE TIRES #25	54.04
			OIL CHG, ROTATE TIRES #33	53.33
			OIL CHNG, ROTATE TIRES #24	54.04
		PETCO	GROOMING	46.98
		SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	223.44
			NAMEBAR	15.00
		STAPLES ADVANTAGE	ENVELOPES	15.51
			COPY PAPER, POSTITS, CD-RS	89.88
		ALPHAGRAPHICS	BIKE RODEO CARDS	39.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,576.28
911 Center	General Fund	WALMART COMMUNITY BRC	SWIF WET, WINDEX, DUSTER	13.91
			RUBBING ALCOHOL	2.46
		INFORMATION TECHNOLOGIES INC	CASE PAPER ROLLS	113.00
			TOTAL:	129.37
Planning	General Fund	FLEET ONE	PLANNING FUEL	94.98
			TOTAL:	94.98
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	125.05
			TOTAL:	125.05
Information Technology	General Fund	FLEET ONE	IT FUEL	42.81
		TYLER TECHNOLOGIES	06/01/11-05/31/12 MAINTENA	5,593.35
		ELLIS BATTERY SPECIALISTS LLC	CEL-P4550	25.00
			TOTAL:	5,661.16
Economic Development	General Fund	GILMORE & BELL	DIERBERGS TIF PLAN	15,045.00
			TOTAL:	15,045.00
Transportation	Transportation	QUILL	HAND SANITIZER	4.49
			COPY PAPER	11.97
		FLEET ONE	TRANS FUEL	449.75
			TRANS FUEL	614.21
		ALLEN SURVEYING INC	SURVEYING CITY R/W	470.00
		NORTHERN SAFETY CO INC	INSECTICIDES	39.46
		O'REILLY AUTO PARTS	12 OZ HIGH MILE	19.99
			MINI BULBS	5.87
			CLEANERS	14.97
		BILLS TREE AND CRANE SERVICE	TREE REMOVAL	1,000.00
			TREE REMOVAL	1,000.00
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	2.00
			FAX COPIES	6.00
		HARMS INC	SWISS VILLAGE RD, MARINER	2,372.00
		PRECISION AUTO & TIRE SERVICE LLC	RUNNING LIGHT REPAIR #59	106.25
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	6.45
			TOTAL:	6,153.49
Water	Water Fund	QUILL	HAND SANITIZER	4.49
			COPY PAPER	11.97
		WALMART COMMUNITY BRC	WASTEBASKT, SHRPIES, BATTR	26.26
		FLEET ONE	WATER FUEL	391.02
			WATER FUEL	320.34
		GOEHRI, GEORGE	JUNE INSURANCE PREMIUM	77.69
		MO ONE CALL SYSTEM INC	LOCATES	75.40
		NORTHERN SAFETY CO INC	INSECTICIDES	39.45
		O'REILLY AUTO PARTS	BATTERIES	112.33
			BATTERY RETURNED	12.00-
		OSAGE LOCK INC	WELL #2	60.00
		HD SUPPLY WATERWORKS LTD	PVC, MIPXPJ(CTS	259.31
			2-1/2 ADAPTER GASKETS	9.00
			FNSTXMGHT ADPT MALE HOSE T	17.85
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	20.93
			WATER DEPT FLOOR MATS	6.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HUTCHINS TELECOM LLC	CONNECTING WATER SYS IMPRV	62,234.81
		CORROSION TECHNOLOGIES INC	CALIBRATE- GX-2009 #9Y4030	99.00
			CALIBRATE- GX-2003 #9Z4070	99.00
		ECCO ELECTRIC LLC	WELLS 1 & 2 TELEMETRY REPA	765.00
		WATER POLLUTION CONTROL SERVICES INC	OIL AND GREASE	35.00
			TOTAL:	64,653.30
Sewer	Sewer Fund	QUILL	HAND SANITIZER	4.49
			COPY PAPER	11.96
		MCDUFFEY LAB	E COLI ANALYSIS	35.00
			E COLI ANALYSIS	35.00
		EZARD'S ACE HARDWARE	FASTENERS	43.75
			CABLE TIES, MOTHBALLS	39.46
			SQ D BREAKER	9.99
			PUMP PLIER	14.49
		FLEET ONE	SEWER FUEL	572.16
			SEWER FUEL	555.46
		MO ONE CALL SYSTEM INC	LOCATES	75.40
		KNAPHEIDE TRUCK INC	BOOM REPAIR	1,107.03
		NORTHERN SAFETY CO INC	INSECTICIDES	39.45
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	APR TREATMENT PLANT OPERAT	31,198.71
			APR TREATMENT PLANT EXPANS	1,887.40
		HD SUPPLY WATERWORKS LTD	PVC ADPTS	106.56
		JCI	PUMP REPAIR #938	1,487.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	46.89
			SEWER DEPT FLOOR MATS	6.45
		HUTCHINS TELECOM LLC	CONNECTING SEWER SYS IMPRV	130,444.98
			TOTAL:	167,721.63
Ambulance	Ambulance Fund	WALMART COMMUNITY BRC	BRUTE COMPCTR BAGS	15.36
		FLEET ONE	AMB FUEL	80.59
			AMB FUEL	178.16
		LAKE EMBROIDERY BY DESIGN	UNIFORM SHIRTS	514.20
			UNIFORM SHIRTS	221.36
			TOTAL:	1,009.67
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY BRC	COFFEE, WASH CLOTHS, AJAX	50.47
		FLEET ONE	LCF FUEL	74.10
		HAWKEN BODY SHOP INC	2000 PU1GBJK34F4YF512601	279.63
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	15.50
			JET A FUEL	14,485.99
			AV GAS	19,049.48
		CROWN POWER & EQUIPMENT	BELT & WHEEL ASSY	256.29
			TOTAL:	34,211.46
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY BRC	GATOR MOTOR BLADE	14.97
			COFFEE, CREAMR, BLEACH, TIS	53.44
			MURRAY MOTOR BLADE	14.97
		EZARD'S ACE HARDWARE	RING, FLUSH LEVER, KEY RIN	13.71
			NEEDGLE DRAIN COCK 1/4" BR	3.99
			CAULK	23.94
		FLEET ONE	GG FUEL	73.14
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	45.50
			AV GAS	21,451.55
		O'REILLY AUTO PARTS	SNAPS RINGS	0.82
			ANTI-SEIZE	6.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CROWN POWER & EQUIPMENT	BELT & WHEEL ASSY	256.29
		H W LOCHNER INC	GG AIRPORT SEAL/MARKING	<u>8,517.62</u>
			TOTAL:	30,476.43

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

10	General Fund	27,844.61
20	Transportation	6,153.49
30	Water Fund	64,653.30
35	Sewer Fund	167,721.63
40	Ambulance Fund	1,009.67
45	Lee C. Fine Airport Fund	34,211.46
47	Grand Glaize Airport Fund	30,476.43

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GRAND TOTAL: 332,070.59  
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**Submission Date:** May 26, 2011

**Submitted By:** City Attorney

**Board Meeting Date:** June 2, 2011

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

**Description of Item:**

Bill 11-38 – To authorize the City to enter into an agreement with the Osage Water Company and Dierbergs conveying right, title and interest of Osage Water Company in the High Pointe water line easements and the third party water line easements to the City and agreeing that Dierbergs shall bear the cost of capping wells and connecting customers served by Osage Water Company to the City water system in exchange for the release of easements at the High Pointe Center property, all in a form to be approved by the City Attorney.

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

Osage Water Company, Dierbergs, the City and customers of Osage Water Company

**Why is Board Action Required?**

Action is required to approve an ordinance authorizing the Mayor to execute a contract.

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

Request first and second readings of Bill 11-38.

**Are there any deadlines associated with this action?**

Yes. Dierbergs would like to complete purchase of the property at High Pointe Center, and the ability to obtain release of the Osage Water Company easements is necessary to the real estate closing and development of the center

**Comments and Recommendation of Department:**

The City Attorney recommends first and second reading approval of Bill 11-38 as part of the Dierbergs Redevelopment of the vacant High Pointe Shopping Center.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

**AGREEMENT AND DEED**

This AGREEMENT AND DEED (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between OSAGE WATER COMPANY, a Missouri corporation (the "Water Company") and THE CITY OF OSAGE BEACH, MISSOURI, a fourth class city and political subdivision of the State of Missouri (the "City") and DIERBERGS OSAGE BEACH, LLC a Missouri Limited Liability Company ("Dierbergs"). This Agreement is based upon the following recitals, which are made a material part of this Agreement:

- A. By Missouri Deed of Easement dated February 15, 1993, recorded in Book 377, Page 240 of the Camden County, Missouri records and by Agreement dated May 6, 1985, recorded in Book 270, Page 516 of the Camden County, Missouri records (together, the "Deed of Easement One"), attached hereto and incorporated herein as Exhibit A, the Water Company was granted certain real property rights and easements (the "High Pointe Water Line Easements") which are legally described therein, and which encumber the real property described on Exhibit A-1, attached hereto and incorporated herein by reference (the "High Pointe Property").
- B. By Special Warranty Deed dated June 13, 1995, recorded in Book 415, Page 074 of the Camden County, Missouri records and by Easement dated June 13, 1995, recorded in Book 415, Page 075 of the Camden County, Missouri records (together, the "Deed of Easement Two"), attached hereto and incorporated herein as Exhibit B, the Water Company was granted certain property rights and easements (the "Third Party Water Line Easements") which are legally described therein, and which encumber the real property as set forth therein and as depicted on Sketch of Osage Water Company Easements, attached hereto as Exhibit B-1 and incorporated herein by reference (the "Third Party Property");
- C. The Water Company wishes to convey all of its right, title and interest in and to the High Pointe Water Line Easements and the Third Party Water Line Easements to the City, which has agreed to accept the same;
- D. The Water Company wishes to assign to the City all of its right, title and interest set forth in Deed of Easement One and Deed of Easement Two to the City, which has agreed to accept the same.
- E. In order to serve its customer(s) on the east side of Old Highway 54/Osage Beach Parkway, the Water Company established a certain underground boring below Old Highway 54/Osage Beach Parkway in the area more particularly described on Exhibit C, attached hereto and incorporated herein by reference (the "Highway 54 Boring").
- F. The Water Company has installed certain equipment (including but not limited to equipment, water lines, and other fixtures and personal property) within the Highway 54 Boring (the "Highway 54 Boring Equipment").

- G. The Water Company wishes to convey all of its right title and interest in and to the Highway 54 Boring and the Highway 54 Boring Equipment to the City and the City wishes to acquire the same.
- H. The High Pointe Water Line Easement, the Third Party Water Line Easements, the Highway 54 Boring, the Highway 54 Boring Equipment, and any and all other equipment, water lines, and other fixtures and personal property located within the High Pointe Water Line Easement and/or the Third Party Water Line Easement are collectively referred to herein as "the High Pointe Water System".
- I. Subject to the terms and conditions of this Agreement, the City has agreed to provide water service to the customer(s) currently served by the Water Company via the High Pointe Water System, from and after the Effective Date.
- J. Subject to the terms and condition of this agreement Dierbergs has agreed to pay the costs of capping the wells owned by the Water Company and transferred in this agreement and to connect the customer(s) currently served by the Water Company via the High Pointe Water System to the City water system and to receive in exchange therefore a release from the City of the High Pointe Water Line Easement and/or the Third Party Water Line Easement as are located on the site commonly known as High Point Shopping Center, site of the Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan and Project.

NOW, THEREFORE, for and in consideration of the foregoing mutual covenants hereof, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto stipulate, covenant and agree as follows:

1. Conveyance of High Pointe Water Line Easements: The Water Company, as Grantor, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the City all real property rights and easements described in the Deed of Easement dated February 15, 1993, recorded in Book 377, Page 240 of the Camden County, Missouri records, and all real property rights and easements described in the Agreement dated May 6, 1985, recorded in Book 270, Page 516, TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges and appurtenances thereunto belonging, unto the said City, and its successors and assigns forever. The said Deed of Easement One is attached to this Agreement as Exhibit A, and incorporated herein by reference.
2. Conveyance of the Third Party Water Line Easements: The Water Company, as Grantor, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the City all real property rights and easements described in the Missouri Special Warranty Deed dated June 13, 1995, recorded in Book 415, Page 074 of the Camden County, Missouri records, and all real property rights and easements described in Easement dated June 13, 1995, recorded in Book 415, Page 075 TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges and appurtenances thereunto belonging, unto the said City, and its successors and assigns forever. The said Deed of Easement Two is attached to this Agreement as Exhibit B, and incorporated herein by reference.
3. Conveyance of the Equipment: The Water Company, as Grantor, does hereby REMISE, RELEASE, AND FOREEVER QUITCLAIM to City all right, title and interest in and to any equipment, fixtures and personal property in or on (i) the High Pointe Water Line Easements, and (ii) the Third Party Water Line Easements (together, the "Equipment"), TO HAVE AND

TO HOLD THE SAME, with all and singular rights, immunities, privileges and appurtenances thereunto belonging, unto the said City, and its successors and assigns forever.

4. Assignment: The Water Company hereby assigns to the City all of the Water Company's right, title and interest in Deed of Easement One and Deed of Easement Two, and the City hereby accepts the same.

5. Conveyance of the Highway 54 Boring: The Water Company, as Grantor, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to City all right, title and interest in and to certain underground boring below Old Highway 54/Osage Beach Parkway in the area more particularly described on Exhibit C, attached hereto and incorporated herein by reference (the "Highway 54 Boring"), TO HAVE AND TO HOLD THE SAME, with all singular rights, immunities, privileges and appurtenances thereunto belonging unto the said City, and its successors and assigns forever.

6. Conveyance of the Highway 54 Boring Equipment: The Water Company, as Grantor, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the City all right, title and interest in and to the Highway 54 Boring Equipment, TO HAVE AND TO HOLD THE SAME, with all singular rights, immunities, privileges and appurtenances thereunto belonging unto the said City, and its successors and assigns forever.

7. Operating Covenant: The City agrees that from and after the Effective Date, it shall operate, maintain and repair the High Pointe Water System and shall provide water service to all customer(s) currently served by the Water Company using the High Pointe Water System. Furthermore, it is anticipated that in connection with the redevelopment of the High Pointe Shopping Center, as approved by the City, on a date yet to be determined (the "Termination Date"), the City will connect the customer(s) currently served by the High Pointe Water System to the City's municipal water supply, at which time all wells serving the High Pointe Water System will be capped, the City will vacate the High Pointe Water Line Easements and the Third Party Water Line Easements and the necessity and use of the High Pointe Water System will terminate.

8. Right to Remove Certain Equipment. The City and the Water Company agree on and after the Termination Date, the Water Company shall have ninety (90) days to remove any and all pump equipment, fixtures and other personal property in connection with the wells and pump houses serving the High Pointe Water System at a time mutually agreeable to the City and the Water Company. The Water Company agrees that any and all pump equipment, fixtures and other personal property in connection with the wells and the pump houses serving the High Pointe Water System not removed by the Water Company within such ninety (90) days shall be considered abandoned and the City shall have no responsibilities or obligations in connection therewith.

9. Release of Easements, Capping Wells and Connection to City Water System. The City and Dierbergs hereby agree that once the transfers between the Water Company and the City as described above are completed, that Dierbergs shall pay the costs of capping the wells formerly owned by the Water Company and transferred to the city pursuant to this agreement and the cost of connecting the customer(s) currently served by the Water Company via the High Pointe Water System to the City water system and to receive in exchange therefore, a complete release from the City of the High Pointe Water Line Easement and/or the Third Party Water Line Easement as those are located on the site commonly known as High Point Shopping Center, site of the Dierbergs Osage Beach Tax Increment Financing

Redevelopment Plan and Project.

10. Other Provisions:

A. All notices and requests required pursuant to this Agreement shall be sent as follows:

To Water Company:           Osage Water Company  
  c/o Mr. Gary Cover  
  137 West Franklin Street  
  Clinton, Missouri 64735-2007

To City:                           City of Osage Beach, Missouri  
  Osage Beach City Hall  
  1000 City Parkway  
  Osage Beach, MO 65065  
  Attn: City Administrator

To Dierbergs:                   Dierbergs Osage Beach LLC  
  c/o Dierbergs Markets Inc.  
  16690 Swingley Ridge Road  
  Chesterfield, Missouri 63017  
  Attn: Director of Real Estate

Or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

B. Each party executing this Agreement represents that s/he has the full authority necessary to grant the benefits and accept the responsibilities applicable to it as set forth in this Agreement. The terms of the Agreement shall constitute covenants running with the land, shall bind the properties described herein, and shall inure to the benefit of and be binding upon each party to this Agreement and its successors and assigns.

C. This Agreement may be amended only by a written agreement signed by all of the then current parties.

D. The invalidation of any provision of this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

E. This Agreement shall be construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

OSAGE BEACH WATER COMPANY  
a Missouri corporation

By: \_\_\_\_\_  
Gary V. Cover, Receiver By Order of  
the Circuit Court of Camden County, Missouri  
Dated \_\_\_\_\_

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared Gary V. Cover, to me known to be the person described herein, who being by me duly sworn did say that he is the duly appointed Receiver of the Osage Water Company, and that said instrument was signed on behalf of said Osage Water Company; and said Gary V. Cover 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 in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission expires:



DIERBERGS OSAGE BEACH, LLC  
a Missouri limited liability company

By: \_\_\_\_\_  
Robert J. Dierberg

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared Robert J. Dierberg Agent of Dierbergs Osage Beach LLC, a Missouri Limited Liability Company created and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said Dierbergs Osage Beach LLC, and such person duly acknowledged the execution of the same to be the free act and deed of said Dierbergs Osage Beach LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission expires:

**Exhibit A to Agreement and Deed**

Missouri Deed of Easement dated February 15, 1993, recorded in Book 377, Page 240 of the Camden County, Missouri records and Agreement dated May 6, 1985, recorded in Book 270, Page 516 of the Camden County, Missouri records  
(copies attached)

Exhibit A

BOOK 0377 PAGE 0240

## MISSOURI DEED OF EASEMENT

THIS INDENTURE, Made on the 15<sup>th</sup> day of February A.D., One Thousand Nine Hundred and Ninety ~~Two~~ Five by and between Raul J. Walters and E. Stanley Kroenke, A Missouri Partnership, of the County of Boone, State of Missouri, Grantors, and Osage Water Company, A Missouri Corporation, Grantee (Mailing Address of said Grantee is Route 4, Box 30, Osage Beach, MO 65065).

WITNESSETH, THAT THE GRANTORS in consideration of the payment to them of the sum of TEN Dollars and other valuable consideration by the Grantee (the receipt of which by the Grantors is hereby acknowledged), do by these presents Grant, Bargain and Sell, Convey and Confirm unto the Grantee, and its successors and assigns the following described lots, tracts, parcels of lands and easements lying, being and situate in the County of Camden and State of Missouri, to-wit:

## WATERLINE EASEMENTS

An Easement for the construction, installation, operation, maintenance, and repair of a waterline across a portion of a tract of land as described in a Warranty Deed recorded in Book 278, Page 344, in the Office of the Recorder of Deeds of Camden County, Missouri, and being a part of the Southeast Quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri, and more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 1, said point also being the Southeast corner of Lot 27 of "STUARTS'S SUBDIVISION", thence South 89 Degrees 11 minutes 26 seconds East 30.0 feet; thence South 01 Degree 39 Minutes 26 Seconds West 298.6 feet; thence North 89 Degrees 05 Minutes 45 Seconds East 294.0 feet to the Point of Beginning of an Easement 10.0 feet wide lying 5.0 feet on each side of the following described Centerline; thence North 00 Degrees 54 Minutes 05 Seconds East 38.0 Feet; thence North 87 Degrees 47 Minutes 38 Seconds West 220.06 feet; thence North 37 Degrees 21 Minutes 21 Seconds West 34.07 feet; thence North 00 Degrees 14 Minutes 55 Seconds West 369.36 feet; thence North 15 Degrees 20 Minutes 47 Seconds East 325.97 feet; thence North 43 Degrees 17 Minutes 12 Seconds East 274.01 feet; thence North 28 Degrees 07 Minutes 48 Seconds West 17.68 feet to the Southerly Right-of-way Line of Lake Road 54-27 and the End.

Also, an Easement for construction, installation, operation, maintenance, and repair of a waterline across the above referenced property described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 1, said point also being the Southeast corner of Lot 27 of "STUARTS'S SUBDIVISION", thence South 83 Degrees 11 Minutes 26 Seconds East 30.0 feet; thence South 01 Degree 39 Minutes 26 Seconds West 298.6 feet; thence North 89 Degrees 05 Minutes 45 Seconds East 553.5 feet; thence North 39 Degrees 31 Minutes 56 Seconds east 290.12 feet; thence North 45 Degrees 13 Minutes 49 Seconds East 300.76 feet; thence North 39 Degrees 26 Minutes 01 Second East 115.08 feet; thence North 50 Degrees 37 Minutes 27 Seconds West 140.0 feet; thence North 57 Degrees 42 Minutes 35 Seconds West 1.8 feet to the

Point of beginning of the centerline of a 25.0 foot wide easement lying 12.5 feet on each side of the following described centerline: thence North 57 Degrees 42 Minutes 35 Seconds West 48.11 feet to the end, thence returning South 57 Degrees 42 Minutes 35 Seconds East 48.11 Feet to the Point of Beginning of the centerline of a 10.0 foot wide easement lying 5.0 feet on each side of the following described centerline: thence North 28 Degrees 34 Minutes 25 Seconds East 145.09 feet to the Southerly right-of-way line of Lake Road 54-27 and the end.

Also, an Easement for operation, maintenance, and repair of an existing waterline across the above referenced property described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 1, said point also being the Southeast corner of Lot 27 of "STUARTS'S SUBDIVISION", thence South 89 Degrees 11 Minutes 26 Seconds East 30.0 Feet; thence South 01 Degree 39 Minutes 26 Seconds West 298.6 Feet; thence North 89 Degrees 05 Minutes 45 Minutes East 294.0 Feet; thence North 00 Degrees 54 Minutes 05 Seconds East 38.00 feet, to the point of beginning of the centerline of a 10.0 foot wide easement lying 5.0 feet on either side of the following described centerline: North 02 Degrees 30 minutes 48 Seconds West 117.67 feet; thence North 49 degrees 17 minutes 25 seconds West 15.62 feet; thence North 00 degrees 54 minutes 15 seconds East 250.0 feet; thence North 42 Degrees 07 Minutes 12 Seconds East 184.60 feet; thence North 51 Degrees 04 minutes 04 seconds East 52.81 feet; thence North 39 Degrees 24 minutes 54 Seconds East 48.37 feet; thence North 28 degrees 59 minutes 17 seconds east 52.09 feet; thence South 57 Degrees 42 minutes 37 seconds East 366.0 feet; thence North 38 degrees 29 minutes 50 seconds East 171.55 feet, to a point on the northeasterly line of said tract as described in book 278, page 344, and the end.

Also, all of Grantors' right, title, and interest under and by virtue of an "Agreement" recorded in Book 270 at Page 516 in and to a well and water supply system located on Well Easement "B" as designated on a survey recorded in Book 25 at Page 9 in the Office of the Recorder of Deeds of Camden County, Missouri.

Also, all of Grantors' right, title, and interest in and to Well Easement "B" as designated on a survey recorded in Book 25 at Page 9 in the Office of the Recorder of Deeds of Camden County, Missouri.

Subject to the right of Grantors or their successors in interest to relocate the above described waterlines as necessary to accomodate any future development or construction on the property subject to the foregoing easements, at Grantors' expense. In the event of such a relocation, Grantors or their successors in interest shall convey a new easement along the relocated waterline, and Grantee, upon receipt of such new easement, shall release and vacate the relocated portion or portions of the above described easements.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the Grantee and unto its successors and assigns, forever, the Raul J.

Walters and E. Stanley Kroenke hereby covenanting that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim, and that they will warrant and defend the title to the said premises unto the Grantee and unto its successors and assigns, forever, against the lawful claims and demands of all person whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

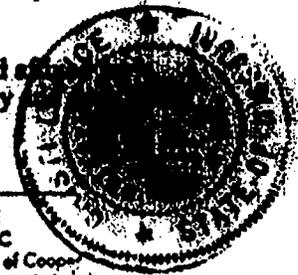
[Signature]  
Raul J. Walters  
[Signature]  
E. Stanley Kroenke

STATE OF MISSOURI }  
COUNTY OF BOONE } ss.

On this 20<sup>th</sup> day of November, 1992, before me, Cristo L. Rice, a Notary Public, personally appeared Raul J. Walters known to me to be the person who executed the foregoing in behalf of said partnership and acknowledged that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at my office in COLUMBIA, MO the day above written.

Cristo L. Rice  
Notary Public in and for said  
County and State  
State of Missouri, County of Cooper  
My Commission Expires April 22, 1996



My term expires April 22, 1996

STATE OF MISSOURI }  
COUNTY OF ~~BOONE~~ WORTHEN } ss.

On this 15<sup>th</sup> day of February, 1993, before me, Sarah J. Gastler, a Notary Public, personally appeared E. Stanley Kroenke known to me to be the person who executed the foregoing in behalf of said partnership and acknowledged that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at my office in Col. mo the day above written.

Sarah J. Gastler

SARAH J. GASTLER, NOTARY PUBLIC  
AUDRAIN COUNTY, STATE OF MISSOURI  
MY COMMISSION EXPIRES 10/30/94



Notary Public in and for said  
County and State

My term expires Oct. 30, 1994.

STATE OF MISSOURI  
COUNTY OF CAMDEN

}

ss.

BOOK 0377 PAGE 0240

IN THE RECORDER'S OFFICE

Don Williams Recorder of said County, do hereby  
certify that the within instrument of writing was at 11 o'clock and 32  
minutes P.M., on the 19 day of Sept, A.D., 1993 duly filed for record in my  
office, and is recorded in the records of this office, in book 377, at page 20.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal at Camden this 19 day of  
Sept A.D., 1993

Don Williams  
182 Gray

## AGREEMENT

0000370 PAGE 0516

THIS AGREEMENT, made and entered into this 6th day of May, 1985, by and between WESLEY DAVIS and NANCY DAVIS, husband and wife, hereinafter designated and referred to as the "First Party", and HIGH POINT SHOPPING CENTER, INC., a Missouri corporation, hereinafter designated and referred to as the "Second Party";

WITNESSETH;

WHEREAS, the First Party is the owner of that certain real estate situate in Camden County, Missouri described as follows:

That part of a tract or land designated on the recorded plat as HOTEL in "BUENA VISTA HEIGHTS", and being a part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 1; thence East, along the South line of the said Northwest Quarter of the Southeast Quarter, 833.3 feet, to and intersecting the Northwesterly right of way line of U.S. Highway No. 54; thence along said right of way line North 45 degrees 13 minutes 49 seconds East, 157.4 feet, to the Southerly corner of a tract as described in Book 243, Page 928, Camden County Recorder's Office; thence continuing North 45 degrees 13 minutes 49 seconds East, along said right of way line, 42.5 feet; thence continuing along said right of way line North 39 degrees 26 minutes 01 seconds East, 115.08 feet to the true point of beginning; thence continuing along said right of way line the following courses: thence North 39 degrees 26 minutes 01 seconds East, 34.92 feet; thence North 37 degrees 06 minutes 23 seconds East, 246.56 feet to a line 20.0 feet Southeasterly of and parallel to the centerline of Old Missouri Route 15, also known as Old U.S. Highway 54, and now known as Lake Road 54-27; thence Westerly along said parallel line the following courses; thence South 73 degrees 21 minutes 54 seconds West, on a curve to the right, said curve having a radius of 321.35 feet, and an arc length of 59.25 feet; thence South 83 degrees 55 minutes 48 seconds West, 22.4 feet; thence on a curve to the right, said curve having a radius of 401.83 feet, and an arc length 98.46 feet; thence leaving said parallel line, South 39 degrees 26 minutes 01 seconds West, 158.48 feet; thence South 50 degrees 37 minutes 27 seconds East, 140.0 feet, to the true point of beginning. Subject to right of way of Old Missouri Route 15. Bearings relative to Missouri State Coordinate Systems Central Zone.

said tract of land hereinafter referred to as "Tract A", and,

WHEREAS, the Second Party is the owner of that certain real estate situate in Camden County, Missouri described as follows:

That part of a tract of land designated on the recorded plat as HOTEL in "BUENA VISTA HEIGHTS", and being a part of the Northwest Quarter of the Southeast Quarter of Section 1, Township 39 N, Range 16 W, Camden County, Missouri, more particularly described as follows: Beginning at the southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 1; thence East, along the South line of the said Northwest Quarter of the Southeast Quarter, 833.3 feet, to and intersecting the Northwesterly right-of-way line of U.S. Highway No. 54; thence along said right-of-way line, North 45 degrees 13 minutes 49 seconds East, 157.4 feet, to the Southerly corner of a tract as described in Book 243, Page 928, Camden County Recorder's Office, and the true point of beginning; thence North 44 degrees 44 minutes 07 seconds West, along the Southwesterly line of said tract, 657.64 feet, to the centerline of Route #15, now Lake Road 54-27; thence Easterly along said centerline the following courses: thence North 60 degrees 30 minutes 13 seconds East, on a curve to the right, said curve having a radius of 199.73 feet, and an arc length of 170.56 feet; thence South 70 degrees 34 minutes 12 seconds East, 342.0 feet; thence on a curve to the left, said curve having a radius of 381.83 feet, and an arc length of 88.74 feet; thence leaving said centerline South 39 degrees 26 minutes 01 seconds West, 182.16 feet; thence South 50 degrees 37 minutes 27 seconds East, 140.0 feet, to the Northwesterly right-of-way line of said U.S. Highway No. 54; thence South 39 degrees 26 minutes 01 seconds West, along said right-of-way line 115.08 feet to highway station 104+00; thence continuing along said right-of-way line South 45 degrees 13 minutes 49 seconds West, 42.5 feet, to the true point of beginning. Bearings relative to Missouri State Coordinate System, Central Zone. Subject to right-of-way of Route #15 now Lake Road 54-27, together with other lands adjacent thereto.

said tract of land hereinafter referred to as "Tract B", and,

WHEREAS, there is a certain water well and water system that presently accommodates and services Tract A and a portion of which is situated on that certain easement described as Access Easement "C" as shown and designated on survey recorded in Book 25, Page 9, in the Office of the Recorder of Deeds for Camden County, Missouri; and,

WHEREAS, both parties desire to abandon and close down the existing water well and water system; and,

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WHEREAS, the Second Party has a perpetual easement on, over and across a portion of Tract A recorded in Book 260, Page 101, of said Camden County, Missouri records, for the purpose of installation, maintenance and repair of a well and water system on the portion of Tract A more particularly described and designated as Well Easement "B" on said Survey recorded in Book 25, Page 9, of said records; and,

WHEREAS, the Second Party intends to drill and install a water well on said Well Easement "B" as designated on said survey recorded in Book 25, Page 9, of said records; and,

WHEREAS, the Second Party agrees that in exchange for the abandonment and closing down of the said existing well which presently accommodates and services Tract A, that Second Party shall, at Second Party's expense, provide that the said new water well and water system to be drilled and installed on the said Well Easement "B" shall be for the benefit of both Tract A and Tract B, subject to certain conditions, to which the First Party is agreeable; and,

WHEREAS, the parties hereto wish to firmly establish their rights and duties with regard to the installation, all connections, use, operation, maintenance and repair of said new well and water system to be drilled and installed on said Well Easement "B".

NOW THEREFORE, in consideration of the consideration hereinabove expressed and of the mutual promises and covenants herein contained the Second Party does hereby state and declare that the water well and water system to be drilled and installed on the aforementioned Well Easement "B" shall be, and is, for the use and benefit of present

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and future owners of Tract A and Tract B, subject to the conditions hereinafter set forth; and, each of the parties hereto do hereby grant to the other party an easement of way for the purpose of installation, making all connections, use, operation, maintenance, repair (or replacement) of the said water well and water system, subject however, to the following expressed conditions:

1. That the said easements hereby conveyed shall be used solely for the purposes of installing, making all connections, constructing, repairing, replacing, and otherwise using, operating and maintaining the said water well and water system hereinabove referred for the benefit of Tract A and Tract B, as herein set forth, and for no other purpose.

2. That Second Party agrees to be responsible for and to timely pay all expenses incurred in said drilling, installation and in providing all materials and labor to connect the said water well and water system to the First Party's improvements on Tract A, and, so that said water at said improvements, when turned on, is ready to use.

3. That Second Party shall, by means of said new water well and water system, supply for the benefit of Tract A a perpetual continuous uninterrupted water supply to Tract A sufficient to accommodate six (6) toilets and six (6) sinks on Tract A. The First Party agrees that the said toilets and sinks shall be used for employee, or non-public use, only, and that if any or all of said toilets or sinks shall become used for public use the Second Party shall have the right, upon one (1) years notice in writing to the then owner of Tract A to terminate this Agreement and to disconnect the said well and water system from Tract A at the end of the said one year period.

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4. That Second Party shall, at its expense, have said water resulting from said water well tested, as may be required by the State of Missouri and/or the City of Osage Beach, Missouri, or otherwise, to be sure said water shall be safe for human consumption, and provide First Party with evidence of same.

5. That, except as hereinafter provided, the said water well and well system shall be maintained, repaired (or replaced) and operated at the expense of the Second Party, provided, however, that any future maintenance, repair or installation and all expenses occasioned thereby, following the original complete connection, done in a good workmanlike manner, for maintenance and repair and installation of the water lines from the said water well to the improvements on Tract A, shall be borne by the Owner of Tract A.

6. The First Party agrees that the following expenses shall be borne by the First Party:

A. Upon completion of the said well and water system and connection to Tract A, First Party shall reimburse Second Party the sum of \$100.00 as a one time hook-up or connection charge.

B. First Party shall pay to Second Party fifteen percent (15%) of all expenses actually and necessarily incurred for the maintenance and repair of the motor and pump servicing said well, and, for electricity for operation of same, and, for general yearly maintenance of the well and system; provided, however, that First Party's obligation for such maintenance, repair and operation shall, during the first two years of operation, not exceed the sum of \$200.00 per year, and during years three, four and five, shall not exceed the sum of \$500 per year. At the end of 5 years of operation the parties

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agree to re-negotiate the amount of the cap, or ceiling, on the First Party's obligation hereunder for maintenance, repair and operation. It is agreed that in no event shall First Party's obligation after the first 5 years be less than fifteen percent (15%) of the expenses incurred for those items as hereinabove described.

Second Party shall bill First Party quarterly for the First Party's share of the aforesaid expenses. First Party agrees to pay the same to Second Party within thirty days of receipt of said billings. If First Party does not pay same to Second Party within sixty days of receipt of a billing the Second Party shall have the right to terminate this Agreement and disconnect the said w from Tract A.

7. The Second Party agrees that in the event the said water well, or pump or any other equipment or apparatus appurtenant thereto, shall become in the need of maintenance or repair or replacement, and the then owner of Tract B shall refuse, or otherwise fail, to have same wholly maintained, or repaired, or replaced, as needed, within 5 days after the then owner of Tract A shall notify in writing the then owner of Tract B of such need, said notification to be at the time of the mailing of same, sent certified mail, to the last known address of the then owner of Tract B, that the then owner of Tract A shall have the right to have the same maintained, repaired or replaced, as is in the opinion of the then owner of Tract A required, and the then owner of Tract B shall, upon demand, immediately reimburse the then owner of Tract A eighty-five percent (85%) of all expenses incurred in said maintenance, repair or replacement. First Party agrees that if such repair, maintenance or replacement is done, as hereinabove provided, same will be done in a cost efficient manner and only the material and

labor necessary to perform said repair, maintenance or replacement shall be applicable.

8. That Second Party promises and agrees not to abandon said new well and well system and if so done, First Party shall be entitled, in law or in equity, to recover all damages suffered by reason of such abandonment. First Party agrees that Second Party may in the future relocate and/or replace said well and water system so long as First Party shall have a continuous uninterrupted supply of water to Tract A from Second Party and so long as any such relocation and/or replacement, which shall meet all conditions and requirements herein set forth, shall be at the expense of Second Party. The parties agree that if in the future any city, county or private water district shall provide domestic water service to Tract A and B, that both parties shall seasonably connect to said domestic water service, and immediately upon connection Second Party shall have the right to terminate this Agreement and abandon and close down the said well and water system.

9. That Second Party agrees that following any quarterly billing period hereunder, as hereinabove provided, and payment from First Party to Second Party for same, that First Party shall have the right to terminate this Agreement and disconnect from the said well and well system.

10. The Parties understand and agree that it shall be necessary to close down and remove the presently existing well that services Tract A prior to commencement of drilling of the new well. Second Party agrees that it shall commence closing down of the presently existing well within seven (7) days of the date hereof, and shall have Tract A connected for use to the new well within fourteen (14) days

following disconnection of Tract A from the presently existing well. The Second Party agrees to diligently work to have said connection made within said fourteen (14) day period, but both parties recognize the possibility of delay beyond the control of Second Party. Therefore, in the event First Party is not connected within the said fourteen (14) day period, Second Party shall provide, by means of a water tank truck, pump and connections, a water supply to Tract A for a continuous supply of water to Tract A, it being the intention of the parties that Tract A shall not be without water for more than fourteen (14) days.

11. It is agreed by both Parties to this Agreement that Second Party shall be the sole owner of the new well and equipment and that First Party shall have no right to any part of the salvage value of said equipment should other domestic water systems be provided, as stated above. First Party will neither directly or indirectly allow anyone to tamper with the well equipment without first obtaining the prior written permission of Second Party. It is further agreed, that under the conditions of paragraph seven, First Party or their representatives may enter the well house and do the necessary work as called for in that paragraph.

12. The Parties agree that contemporaneously with, or immediately after, the dismantling of the presently existing well and drilling and installation of the new well, that the Second Party shall, at its expense, grade and contour the land on Tract A immediately adjacent to Well Easement "B" and between same and the improvements on Tract A, and First Party agrees that Second Party, its workmen or representatives, may enter onto said land for said purpose. Second Party agrees to have said grading and contouring completed within the



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NOTARY PUBLIC  
STATE OF MISSOURI  
JAN 10 1987

John C. Augustine  
John C. Augustine, Notary Public

My commission expires: 9/17/87

STATE OF MISSOURI )  
COUNTY OF CAMDEN ) 88

On this 6th day of May, 1985 before me, appeared Raul J. Watkins to me personally known, who being by me duly sworn, did say that he is President of High Point Shopping Center, Inc., a corporation, 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 Raul J. Watkins acknowledged said instrument to be the free act and deed of said corporation.

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

NOTARY PUBLIC

John C. Augustine

My commission expires: Sept. 17, 1987

JOHN C. AUGUSTINE  
NOTARY PUBLIC STATE OF MISSOURI  
CAMDEN CO.  
MY COMMISSION EXPIRES SEPT 17, 1987  
ISSUED THRU MISSOURI NOTARY ASSOC.

6001.0070-000016

State of Missouri, County of Camden, ss. I, Don Williams, Clerk of the Circuit Court and Ex-Officio Recorder of said County, do hereby certify that the within instrument written on this 20 day of May, 1985, at 1 o'clock 08 minutes P.M. duly filed for record in my office in book 270 of page 516 for 15827 Fee \$ 21.00

Don Williams Recorder  
Martha Mankey Deputy

RECORDED  
MAY 20 1985  
CAMDEN MO

**000043**

**Exhibit A-1 to Agreement and Deed**

Legal Description: The "High Pointe Property" (copy attached)

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Exhibit A-1

**Legal Description**

**File No. 10-10652**

Tract 1

A tract of land situated in and being a part of the SE 1/4 of Section 1, T 39 N, R 16 W and being a part of tracts of land described by deeds recorded in Book 550, Page 670 and Book 265, Page 263 of the Records of Camden County, MO and as described by Old Republic National Title Insurance Company File No. 10-10652, 1st Revision 8/26/10 LSB and being more particularly described as follows:

Beginning at the SW Corner of the NW 1/4 of the SE 1/4 of Section 1, T 39 N, R 16 W also being the Southerly Corner of Lot 27 of Stuarts Subdivision as recorded in Plat Book 2, Page 57 of the Records of Camden County, MO and also being the Southwesterly Corner of the Hotel Tract as shown by the plat of Buena Vista Heights recorded in Plat Book 2, Page 47 of said Records of Camden County MO; thence N 01° 06' 04" E along the 1/4 Section Line, the Easterly Line of said Lot 27 of Stuart's Subdivision and the Easterly Line of Stuart's Drive 276.44 feet; thence leaving said 1/4 Section Line and said Easterly Lines along the Southerly Line of Old Missouri Route 15 (also known as Lake Road 54-27 and Zebra Road) as described by deed recorded in Book 550, Page 670 of the Records of Camden County, MO and as shown as abandoned Right of Way Line by plat by LS1670 recorded in Plat Book 25, Page 09 of said Records of Camden County, MO along the following courses: thence N 83° 21' 28" E, 46.49 feet; thence along a curve to the left 114.49 feet, the radius being 412.04 feet and the long chord being N 75° 23' 58" E, 114.12 feet; thence N 67° 26' 16" E, 104.87 feet; thence along a curve to the left 179.81 feet, the radius being 412.16 feet and the long chord being N 54° 56' 26" E, 178.39 feet; thence N 42° 26' 28" E, 71.82 feet; thence along a curve to the right 198.54 feet, the radius being 169.80 feet and the long chord being N 75° 56' 28" E, 187.42 feet; thence S 70° 33' 53" E, 342.20 feet; thence along a curve to the left 76.45 feet, the radius being 422.66 feet and the long chord being S 75° 44' 46" E, 76.34 feet; thence leaving said Southerly Line S 39° 27' 02" W along the Westerly Line of a tract of land described by deed recorded in Book 527, page 359 of said Records of Camden County, MO 146.72 feet; thence leaving said Westerly Line S 50° 37' 26" E along the Southerly Line of a tract of land described by said deed recorded in Book 527, Page 359, 140.11 feet; thence leaving said Southerly Line S 39° 26' 19" W along the Westerly Right of Way Line of U.S. Route 54, 115.17 feet to a point 45.00 feet right of or Westerly of Centerline Station 104+00.00 of said U.S. Route 54; thence continuing along said Right of Way Line S 45° 13' 56" W, 300.97 feet to a point 75.00 feet right of or Westerly of Centerline Station 107+00.00 of said U.S. Route 54; thence continuing along said Right of Way Line S 39° 32' 03" W, 290.33 feet; thence leaving said Right of Way Line N 89° 13' 06" W along the Northerly Line of Links Road as shown by the plat of Tuttle's Acreages as recorded in Plat Book 2, Page 46 of said Records of Camden County, MO 553.93 feet; thence leaving said Northerly Line N 01° 37' 15" E along the Easterly Line of said Links Road 300.12 feet; thence leaving said Easterly Right of Way Line N 89° 24' 16" W along the Northerly Right of Way Line of said Links Road 29.80 feet to the point of beginning.

Tract 2

A tract of land situated in and being a part of the NW 1/4 or the SE 1/4 of Section 1, T 39 N, R 16W, a part of the tract of land described by deed recorded in Book 550, Page 670 of the Records of Camden County, MO and a part of Lots 38 and 39 of Buena Vista Heights as recorded in Plat Book 2, Page 47 of said Records of Camden County, MO and being more particularly described as follows:

Beginning at the Corner common to Lot 1 and Lot 4 of Harbor Heights Estates No. 1 as recorded in Plat Book 20, Page 37 of the Records of Camden County, MO, said corner being the Center of a Cul-de-Sac with a 30 foot radius as shown by said plat of Harbor Heights Estates No 1; thence N 68° 04' 09" E along the Southerly Line of a tract of land described by deed recorded in Book 550, Page 670 of said Records of Camden County, MO 157.90 feet; thence leaving Southerly Line S 26° 06' 27" E along the Centerline of Deer Run Road 216.45 feet; thence leaving said Centerline N 70° 33' 53" W along the Northerly Right of Way Line of Zebra Road 30.53 feet; thence continuing along said Right of Way Line along a curve to

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the left 103.26 feet, the radius being 219.80 feet and the long chord being N 84° 01' 13" W, 102.31 feet; thence leaving said Right of Way Line N 42° 04' 43" W along the Easterly Line of Lot 5 of said Harbor Heights Estates No. 1, 96.49 feet; thence leaving said Easterly Line N 47° 16' 41" W along the Easterly Line of Lot 4 of said Harbor Heights Estates No. 1, 63.32 feet to the point of beginning.

**Exhibit B to Agreement and Deed**

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Special Warranty Deed dated June 13, 1995, recorded in Book 415, Page 074 of the Camden County, Missouri records and Easement dated June 13, 1995, recorded in Book 415, Page 075 of the Camden County, Missouri records (copies attached)

## Exhibit B

BOOK 415 PAGE 1074

## MISSOURI SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 12<sup>th</sup> day of June, 1995, from SHONEY'S, INC., a Tennessee Corporation, of the County of Davidson, State of Tennessee, Grantor, to OSAGE WATER COMPANY, a Missouri corporation, Grantee,

WITNESSETH: That the Grantor, in consideration of the payment to it of the sum of TEN DOLLARS and other valuable consideration by the Grantee (the receipt of which by the Grantor is hereby acknowledged), does by these presents, Specially Grant, Bargain and Sell, Convey and Confirm unto the Grantee, and its successors and assigns, the following described premises (the "Premises") lying, being, and situate in the County of Camden and State of Missouri, to-wit:

All that part of Tract 8 of TUTTLE'S ACREAGES, a subdivision in Camden County Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri, described as follows: All that part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 39 North, Range 16 West, described as follows: Commencing at a point on the Quarter section line 607.2 feet South from a stone marking the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 1; thence continue South along said Quarter section line 250.7 feet to the Northwest corner of tract of land deeded to Hazel Evans by deed recorded in Book 84, Page 259; thence South 87 degrees 11 minutes East along the North line of Hazel Evans property 142.5 feet, more or less, to the Westerly right-of-way line of Highway 54 as located in November, 1966; thence northeasterly along said Westerly right-of-way 120.7 feet to an existing iron pin at the Easterly most corner of a tract of land conveyed to Shoney's, Inc. in Book 354, Page 937 of the Camden County, Missouri warranty deed records; thence departing said right-of-way line North 51 degrees 46 minutes West 220.00 feet to the point of beginning of the tract of land described herein; thence continue North 51 degrees 46 minutes West 20 feet; thence South 38 degrees 14 minutes West 20 feet; thence South 51 degrees 46 minutes East 20 feet; thence North 38 degrees 14 minutes East 20.0 feet to the point of beginning.

This conveyance of the above-described Premises is subject to easements, restrictions, reservations, and conditions of record.

TO HAVE AND TO HOLD the Premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the Grantee and unto its successors and assigns, forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the Premises herein conveyed; that it has good right to convey the same; and that it will warrant and defend the title to the said Premises unto the Grantee and unto its successors and assigns, forever, against the lawful claims and demands of the Grantor but not otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto set its name and caused its seal to be affixed the day and year above written.

SHONEY'S, INC.

By: [Signature]  
Title: Vice President



\_\_\_\_\_  
TENNESSEE )  
                  ) SS.  
COUNTY OF DAVIDSON )

On this 13<sup>th</sup> day of June, 1995, before me appeared Chris Vaughn and F.E. McDaniel Jr., to me personally known, who being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of Shoney's, Inc., a Tennessee corporation, 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 Vice President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]  
Notary Public in and for  
County and State



My Commission Expires: 7-26-97

STATE OF MISSOURI )  
                          ) SS.      BOOK 425 PAGE 1076  
COUNTY OF CAMDEN )

IN THE RECORDER'S OFFICE

I, Don Williams, Recorder of said County, do hereby certify that the within instrument of writing was, at 2 o'clock and 49 minutes P.M., on the 31 day of July, A.D., 1995, duly filed for record in my office, and is recorded in the records of this office, in Book 415 at Page 14.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Camden this 31 day of July, A.D., 1995.

Don Williams  
Recorder  
Bethuel  
Deputy



21<sup>st</sup> Leg.

EASEMENT

BOOK 415 PAGE 1075

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

KNOW ALL MEN BY THESE PRESENTS:

That SHONEY'S, INC., a Tennessee corporation ("Shoney's"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations hereby acknowledged, by this instrument does grant to OSAGE WATER COMPANY, a Missouri corporation (the "Grantee"), and its successors and assigns, a nonexclusive easement (the "Easement") for the installation, maintenance, repair, removal, and replacement of existing water lines under and through lands of Shoney's located in the County of Camden, State of Missouri and described in detail on Exhibit A hereto (the "Easement Area").

As a condition to the exercise of its rights under this Easement, Grantee, and its successors, assigns, and licensees, shall restore any damage to the property of Shoney's resulting from the exercise of its rights hereunder to substantially the same condition as existed prior to such damage, provided, however, that Shoney's, or its successors and assigns, hereby agrees not to construct or locate any buildings or structures in the Easement Area. The terms and conditions of this Easement shall be covenants running with the land.

IN WITNESS WHEREOF, my hand this as of the 13<sup>th</sup> day of June, 1995.

SHONEY'S, INC.

By: [Signature]  
Title: Vice President



[Signature]  
Secretary

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON ) SS.

On this 13<sup>th</sup> day of June, 1995, before me appeared Clarks Vaughn and F.E. McDaniel, Jr., to me personally known, who being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of Shoney's, Inc., a Tennessee corporation, 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 Vice President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]  
Notary Public in and for said County and State



My Commission Expires: 7-26-97

EXHIBIT A

EASEMENT AREA

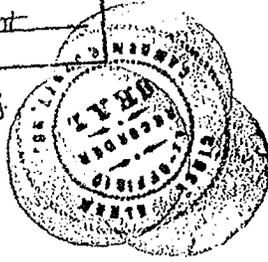
A 15 foot wide easement for existing water lines lying in TUTTLE'S ACRES, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri, the centerline of said easement being described as follows: All that part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 39 North, Range 16 West, described as follows: Commencing at a point on the Quarter section line 607.2 feet South from a stone marking the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 1; thence continue South along said Quarter section line 250.7 feet to the Northwest corner of tract of land deeded to Hazel Evans by deed recorded in Book 84, Page 259; thence South 87 degrees 11 minutes East along the North line of Hazel Evans property 142.5 feet, more or less, to the Westerly right-of-way line of Highway 54 as located in November, 1966; thence along said Westerly right-of-way 120.7 feet to an existing iron pin at the Easterly most corner of a tract of land conveyed to Shoney's, Inc. in Book 354, Page 937 of the Camden County, Missouri Warranty Deed Records; thence departing said right-of-way line North 51 degrees 46 minutes West 267.5 feet, more or less, to an existing iron pin; thence South 65 degrees 00 minutes 42 seconds West 8.40 feet; thence North 2 degrees 10 minutes 09 seconds East 264.06 feet to an existing water hydrant for the point of beginning of the easement described herein; thence run along centerline of said easement South 2 degrees 10 minutes 09 seconds West 264.06 feet; thence South 51 degrees 46 minutes East 30.25 feet; thence South 38 degrees 14 minutes West along the existing water lines 236.34 feet, more or less; thence South 1 degree 44 minutes East 140.94 feet to an existing water hydrant for the point of termination of the easement described herein.

This easement is based on dimensions shown on an existing site plan by Krehbiel Engineering, Inc.

BOOK 415 PAGE 1107C

S. Missouri, County of Camden, SS  
 FILED FOR RECORD  
 This 31 day of July 1966  
 at 2:50 o'clock P.M. and is now  
 Recorded in BOOK 415 PAGE 75  
 Robert Williams  
 RECORDER CAMDEN COUNTY, MO.  
 Deputy 2/1/66

Leg



000051

**Exhibit B-1 to Deed**

Sketch of Osage Water Company Easements (copy attached)

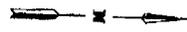
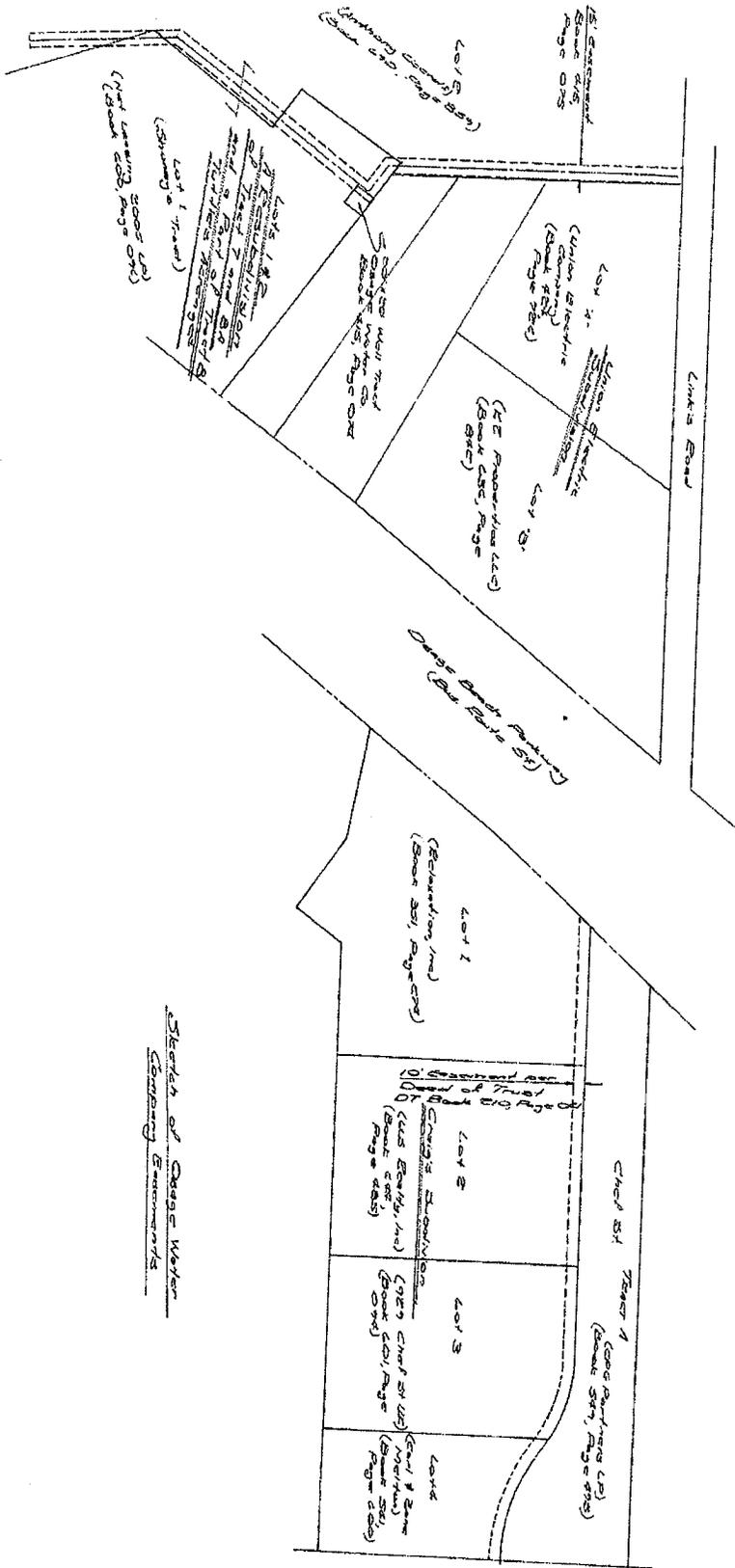


Exhibit C to Deed

Drawing Depicting the location of the Highway 54 Boring (copy attached).

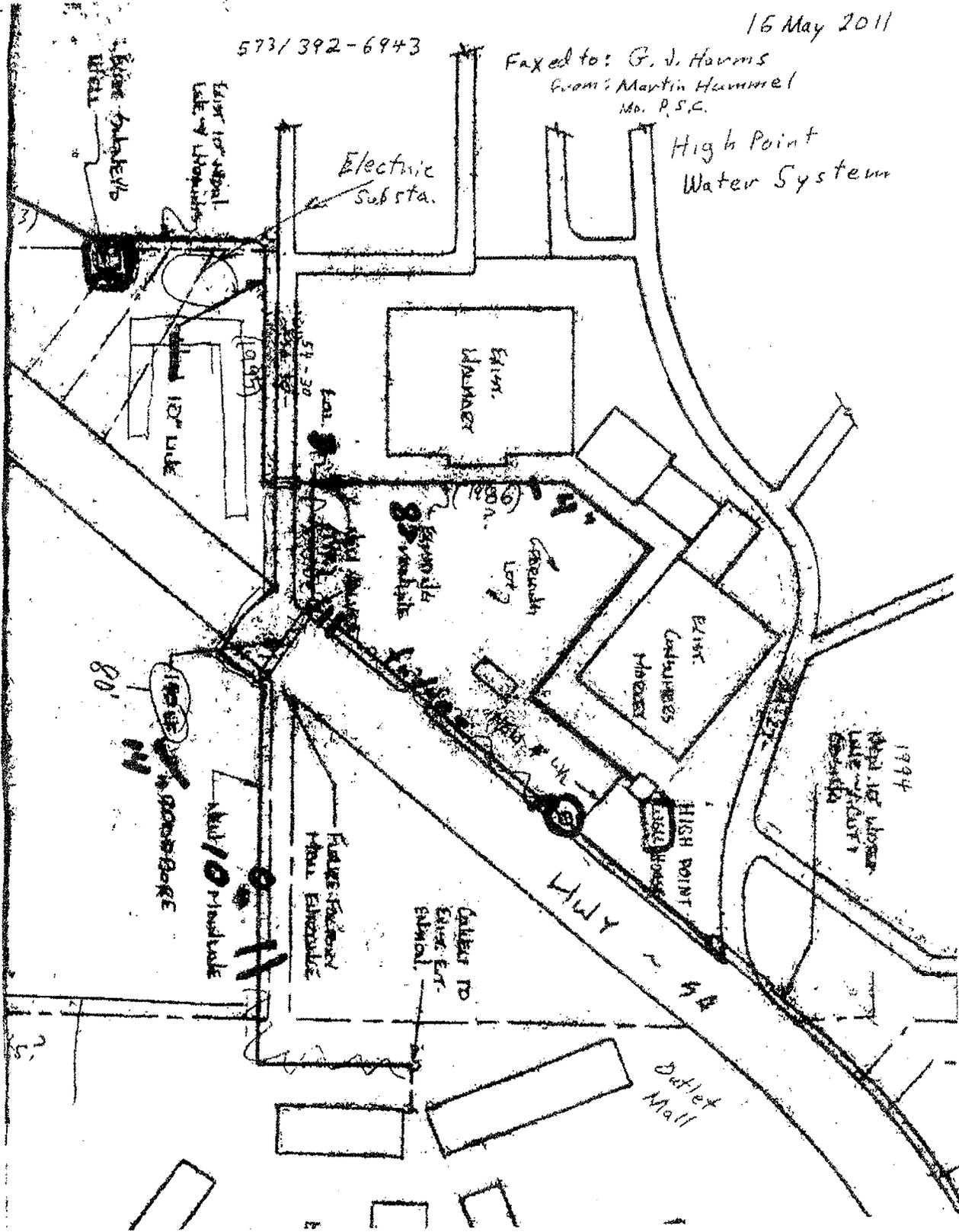
Exhibit C

16 May 2011

573/392-6943

Faxed to: G. J. Harris  
From: Martin Hummel  
Mo. P.S.C.

High Point  
Water System



**Submission Date:** May 26, 2011

**Submitted By:** City Attorney

**Board Meeting Date:** June 2, 2011

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

**Description of Item:**

Resolution 2011-04 – To express the opposition of the Board of Aldermen to the proposed annexation of certain portion of Highway 54 in Camden County Missouri by the City of Linn Creek.

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

Camden County, City of Linn Creek, State of Missouri Department of Transportation, property owners and residents along Highway 54 at the proposed annexation site and the traveling public.

**Why is Board Action Required?**

Board action is required to authorize a Resolution.

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

Adoption of Resolution 2011-04.

**Are there any deadlines associated with this action?**

No; however, we are unsure how quickly MoDOT will take action on this request for annexation.

**Comments and Recommendation of Department:**

The City Attorney recommends this action as necessary to express officially the Board's concern about and opposition to the proposed annexation.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

## RESOLUTION 2011-04

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH EXPRESSING OPPOSITION TO THE PROPOSED ANNEXATION OF CERTAIN PORTIONS OF HIGHWAY 54 IN CAMDEN COUNTY, MISSOURI BY THE CITY OF LINN CREEK.

WHEREAS, the adequate complete and effective provision of municipal government services is in the best interests of all citizens of the Lake area; and

WHEREAS, it has come to the attention of the Board of Aldermen that the City of Linn Creek has proposed to annex a certain portion of Highway 54 in Camden County Missouri, a copy of the map showing the proposed annexation is attached to this resolution; and

WHEREAS, this proposed annexation fails to annex the property on either side of the highway leaving a situation where the development potential of the property is confusing and responsibility for the provision of services to the adjoining property is uncertain; and

WHEREAS, this proposed annexation leaves the responsibility for the provision of services to those adjacent properties to Camden County while law enforcement on the highway itself becomes the responsibility of the City of Linn Creek creating issues of pursuit, jurisdiction and enforcement; and

WHEREAS, this proposed annexation means that effective land use planning, zoning, emergency management, engineering and public works services will be confused as any such need on the ground on either side of the highway will be the responsibility of one unit of government and the responsibility for the highway itself would be that of the City of Linn Creek and the Missouri Department of Transportation, and

WHEREAS, consistent and realistic community development practices oppose "flagpole annexation" and this proposed annexation which does not annex the property on either side of that highway creates a single pole annexation:

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

Section 1. The Board of Aldermen opposes the annexation of Highway 54 right of way by the City of Linn Creek as set out in the attached map as inefficient, ineffective use of government resources that will confuse the efforts of law enforcement, impair growth in the local economy, inhibit the natural market driven growth of the lake area, and create a situation that is likely to lead to further conflicts over land use, zoning, provision of utility services and business development and possibly diminish the value of the adjoining property having road frontage on the highway proposed for annexation.

Section 2. The Board of Aldermen hereby directs the City Administrator and staff to convey a copy of this resolution to the appropriate officials at the Missouri Department of Transportation and to the local news media, other local government and to the City of Linn Creek.

Passed by the Board of Aldermen this 2<sup>nd</sup> day of June, 2011.

I hereby certify that Resolution 2011-04 was duly passed on June 2, 2011 by the Board of Aldermen of the City of Osage Beach, Missouri. The votes thereon were as follows:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

June 2, 2011

Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker  
City Attorney



## City of Linn Creek

### Administrative Offices

102 E. Valley Drive, P.O. Box 1177  
Linn Creek, MO 65052  
linn\_creek@yahoo.com

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J. S. (Jack) Thornhill

Mayor

Sharron M. Hammer

City Clerk

573-346-6200 Phone

573-346-5867 Fax

Mayor Penny Lyons  
City of Osage Beach  
1000 City Parkway  
Osage Beach, Mo.65065

May 23, 2001

Dear Mayor Lyons;

The City of Linn Creek very much appreciates your prompt response, and request for amplifying information on our proposal.

Forwarded herewith is a copy of the chartlet furnished us by Missouri Highway and Transportation Commission with the present and proposed Linn Creek city limits marked thereon.

If we can, in any way, further assist the City of Osage Beach in this, or any other matter, please do not hesitate to call.

Sincerely,

J.S. (Jack) Thornhill  
Mayor

Cc: City Attorney Miller  
Mayor Pro-Tem Reeves.

000059

**Submission Date:** May 27, 2011

**Submitted By:** City Clerk

**Board Meeting Date:** June 2, 2011

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

**Description of Item:**

Appointments to the Osage Beach Citizen Advisory Committee

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

The City, citizens and committee members

**Why is Board Action Required?**

Board must approve the nominees the first meeting in June.

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

Motion

**Are there any deadlines associated with this action?**

Yes.

**Comments and Recommendation of Department:**

According to Section 111.040, four members and one alternate are appointed the first Board of Aldermen meeting in June. There are three members and one alternate member whose terms expired on May 30. Also, there is one vacancy that must be filled. The following members have expired terms: Rebecca Green, Ron Rule, Charles Martin, and alternate member Robert O Keefe. Nancy Sheely served on this committee.

**City Administrator Comments and Recommendation:**

If you are planning to re-appoint a current member, please call that person to verify he/she would like to serve. A new member will have to be nominated to replace Nancy Sheely.

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**Submission Date:** May 25, 2011

**Submitted By:** City Engineer

**Board Meeting Date:** June 2, 2011

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

**Description of Item:**

Award the proposed Construction Contract No. OB11-007 Cove Road Reconstruction

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

Citizens of Osage Beach, contractors, material suppliers, and City Staff.

**Why is Board Action Required?**

Board approval required for contracts over \$5000.

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

A motion to approve the contract award.

**Are there any deadlines associated with this action?**

In order for this project to be completed prior to winter, we need to get this awarded as soon as possible.

**Comments and Recommendation of Department:**

Bids will be opened on May 27, 2011. The Bid Abstract and recommendation will be given to the Board of Aldermen before the meeting on June 2, 2011.

This project will reconstruct Cove Road.

Funding for this project can be obtained from 20-00-773208 Cove Road. This project has been budgeted in the amount of \$280,000.

**City Administrator's Comments and Recommendation:**

Once the bids are opened and reviewed, the City Engineer will forward the Bid Abstract and his recommendation to the Board.

**Submission Date:** May 26, 2011  
**Submitted By:** Public Works Superintendent  
**Board Meeting Date:** June 2, 2011

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

**Description of Item:**

Chemicals for Water and Sewer Treatment

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

Water and Sewer Customers

**Why is Board Action Required?**

Over \$5,000

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

Motion to reject all bids.

**Are there any deadlines associated with this action?**

As soon as possible.

**Comments and Recommendation of Department:**

Chemical Bids were advertised and sent to potential bidders. Only one complete bid was received.

Public Works recommends expanding bidder list and re-bid.

**City Administrator Comments and Recommendation:**

In discussing this with the Public Works Superintendent, he felt it would be best if we rejected bids and re-bid this item. I concur.

**Submission Date:** May 18, 2011  
**Submitted By:** Todd Davis, Lieutenant  
**Board Meeting Date:** June 2, 2011

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

**Description of Item:**

Highway Safety Division City Council Authorization Form

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

The Police Department, Missouri Department of Transportation Highway Safety Division, and the citizens of Osage Beach.

**Why is Board Action Required?**

Missouri Department of Transportation Highway Safety Division requires updated signatures on file for current grants.

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

Motion

**Are there any deadlines associated with this action?**

Contract fulfillment dates October 1, 2011 through September 30, 2012

**Comments and Recommendation of Department:**

Osage Beach has previously participated in traffic enforcement efforts funded through the Missouri Department of Transportation Highway Safety Division as part of a cooperative effort in improving the safety of roadways in Missouri.

**City Administrator Comments and Recommendation:**

Request authorization and signatures in order to proceed with grant funding.



000063

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor