



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

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
November 3, 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 10/06/11; 10/13/11 (Page 01)
- Bills List: 10/20/11; 11/03/11 (Page 09)
- Liquor Licenses (Page 31)
 1. Crown Petroleum

UNFINISHED BUSINESS

- A. Bill No. 11-55. Purchasing Authority for City Administrator for Sole Source Purchases
Second Reading (Page 32)

- B. Bill No. 11-56. Permitting City Administrator and Staff Members to Introduce Ordinances and Resolutions. Second Reading (Page 35)

NEW BUSINESS

- A. Bill No. 11-59. Increasing Application fee for Variances Reviewed by the Board of Adjustment First Reading (Page 37)
- B. Bill No. 11-60. One Time Lump Sum COLA. First and Second Readings (Page 40)
- C. Bill No. 11-61. 2011 Budget Amendment. MoDOT Mandated Projects. First and Second Readings (Page 43)
- D. Bill No. 11-62. Authorize Mayor to Execute Communications System Agreements with Lake Ozark Fire Protection District and Osage Beach Fire Protection District. First and Second Readings (Page 46)
- E. Bill No. 11-63. Election Procedures for the April 2012 Municipal Election. First and Second Readings (Page 54)
- F. Bill No. 11-64. Dierbergs/Osage Beach Transportation Development District Agreement. First Reading (Page 57)
- G. Bill No. 11-65. Removing and Establishing Electrically Operated Traffic Signals at Various Locations. First and Second Readings (Page 109)
- H. Bill No. 11-66. Removing and Establishing Speed Limits Signs on Various Streets. First and Second Readings (Page 113)
- I. Bill No. 11-67. Removing and Establishing Stop Signs. First and Second Readings (Page 117)
- J. Appointment to the Planning Commission (Page 121)
- K. Appointment to the Board of Adjustment (Page 122)
- L. Ratify Mission Statement to Add new Alderman (Page 123)
- M. Move City's Property and Liability Coverage (Page 125)
- M. Bid Award. 24 Channel Digital Recorder (Page 129)
- N. Bid Award. Leaf Collector (Page 132)
- O. Bid Award. Deicing Salt (Page 134)
- P. Bid Award. Construction Contract No.OB11-016 for Hwy 42 Water and Sewer Extension Phase 2 Project (Page 137)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION: Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

ADJOURN

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

October 6, 2011

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

Mayor's Communications.

Mayor Lyons reported that she attended a Lake of the Ozarks Council of Local Governments dinner last week where a speaker from the Attorney General's office presented changes to the Open Meetings and Records Law and distributed new copies of the law. She said it would be beneficial for Board members to read the new sections.

Mayor Lyons reported that the Kids' Fishing Derby is being held Saturday at the Osage Beach City Park. She said the City has 100 bags to distribute and that volunteers are needed.

Citizens Communications.

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

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on September 15, 2011, the bill list as submitted, and the issuance of a caterer's license to Papa Joe's for October 13, 2011. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 11-54. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 225.090, 225.100, 225.130, OF THE OSAGE BEACH CODE OF ORDINANCES AND ENACTING A NEW SECTION 225.160 TO PROVIDE THE MAYOR AND CITY ADMINISTRATOR WITH SPECIFIC AUTHORITY TO DEAL WITH EMERGENCY SITUATIONS.

Mayor Lyons presented the second and final reading of Bill No. 11-54 by title only. It was noted that Bill No. 11-54 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 11-54. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the first reading of Bill 11-54: "Ayes": Alderman Rucker, Alderman Catcott, Alderman Farmer, Alderman Schmitt, Alderman Olivarri. "Nays": None. "Absent": Alderman Kahrs. Bill No. 11-54 was passed and approved as Ordinance No. 11.54.

New Business.

Appointments to the Board of Adjustment.

UNAPPROVED

Mayor Lyons asked the Board to approve the appointment of Don Sturn to complete the term vacated by Orville Stoeber whose term expires May 2012. Mr. Sturn currently serves as an alternate member on the Board of Adjustment. She also asked the Board to approve the appointment of Helen Gross as an alternate member of the Board of Adjustment.

Alderman Rucker moved to approve the appointments of Don Sturn as a member of the Board of Adjustment whose term expires May 2012 and Helen Gross as an alternate member of the Board of Adjustment. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Mayor Lyons announced that there is one more alternate position to fill. The Board of Adjustment meets the third Wednesday of each month as necessary.

Approve Release of Vendor Checks.

City Treasurer Karri Bell requested authorization to prepare the bills list as usual and release checks to vendors on Friday, October 21st since the regular meeting on October 20th was cancelled. She explained that if approved, the list of the checks will be included separately from the regular bills list in the packet that will be distributed for the November 3rd meeting.

Alderman Schmitt moved to authorize the release of vendor checks on Friday, October 21st as requested. Alderman Farmer seconded the motion which was voted on and passed.

Authorize Purchase of Side Mount Brush Hog.

Superintendent of Public Works Rick King asked for authorization to purchase a side mount brush hog for the tractor that was purchased in 2009, from the state bid in the amount of \$22,897. Budgeted amount is \$28,000 from line item 2000 774255 from self restricted funds set aside for taking over Highway 54.

Alderman Olivarri moved to authorize the purchase of a side mount brush hog in the amount of \$22,897 from the state bid. Alderman Schmitt seconded the motion which was voted on and passed.

Proposed Contract Modification No. 1 for Stonecrest Circle Reconstruction.

City Engineer Nick Edelman explained that this contract modification is necessary for the following two reasons.

1. It will remove the unsuitable sub grade that exists on this project. This material is not able to handle the traffic loads that will be placed upon it. Without removal, the asphalt material would have premature failure causing potholes and other problems.

2. The adjacent concrete has deteriorated and needs to be removed and replaced.

The Engineering Department recommended approval of the contract modification in the amount of \$34,463.99. A budget amendment follows on the agenda covering this expense if approved.

UNAPPROVED

Alderman Olivarri questioned whether the City would be responsible for maintenance if the concrete is failing. City Engineer Nick Edelman responded in the affirmative and explained that the road improvement project is located entirely within the City's right of way.

Alderman Farmer moved to approve Contract Modification No. 1 for Stonecrest Circle Reconstruction. Alderman Schmitt seconded the motion which was voted on and unanimously passed

Proposed Contract Modification No. 2 for Cove Road Reconstruction.

City Engineer Nick Edelman explained that this contract modification is necessary for the following reasons:

1. The contract modification will remove the unsuitable sub grade that is on this project. This material is not able to handle the traffic loads that will be placed upon it. Without removal, the asphalt material would have premature failure causing potholes and other problems. The cost of this additional work is \$22,949.02.
2. The contract modification is for an Asphalt Overlay. The first 75 feet of Cove Road and a small portion of Zebra Road will not be reconstructed until Zebra Phase 2. This portion of roadway is failing. We are currently working on this project, but it may not be completed in 2012. With the condition of the asphalt, we would like to overlay this portion of roadway. The additional cost of this work is \$13,538.78.

The Engineering Department recommended approving the contract modification as written in the amount of \$36,487.80.

If authorized, a budget amendment has been prepared and follows this request.

Alderman Olivarri moved to approve Contract Modification No. 2 for the Cove Road Reconstruction. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Bill 11-55.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 135.070 OF THE OSAGE BEACH CODE OF ORDINANCES AND ENACTING NEW SECTION 135.070 DETAILING THE FORMAL CONTRACT PROCEDURE

City Attorney Ed Rucker explained that Bill No. 11-55 will add to current Section 135.170 a new subsection C sentence which provides the City Administrator with one time purchase authority for sole source purchases or informal bid process purchases of less than \$5,000.

The new section is as follows.

C. For one time purchases under \$5,000.00 the City Administrator shall have the power to order such one-time purchase of goods or services needed by the City and reasonably obtainable from only a single source, or whenever possible the City Administrator shall follow the process set forth in Section 135.120(B).

UNAPPROVED

Mayor Lyons presented the first reading of Bill No. 11-55 by title only. It was noted that Bill No. 11-55 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 11-55 as presented. Alderman Schmitt seconded the motion which was vote on and unanimously passed.

Bill No. 11-56.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 110.230 OF THE OSAGE BEACH CODE OF ORDINANCES AND ENACTING IN LIEU THEREOF ONE NEW SECTION 110.230 TO PROVIDE THE CITY ADMINISTRATOR AND DEPARTMENT HEADS WITH SPECIFIC AUTHORITY TO PLACE MATTERS BEFORE THE BOARD OF ALDERMEN FOR THEIR CONSIDERATION.

City Attorney Rucker explained that Bill No. 11-56 will add to current section 110.230 a new sentence that acknowledges the current practice of staff bringing matters to the attention of the Board of Aldermen. The following amendments in bold are proposed:

- A. All ordinances and resolutions shall be introduced **either by members of the Board of Aldermen in written form with the name of the Alderman introducing the same endorsed thereon, the City Administrator or the department heads with the approval of the City Administrator.** All proposed ordinances shall be prepared by the City Attorney or bear his/her certification that they are in correct form. A copy thereof shall be sent to each member of the Board of Aldermen in advance of the meeting, to which copy shall be attached a brief resume of the bill together with the reasons for the introduction thereof (as prepared by the proponent thereof), and if any amendment of an existing ordinance is proposed, the nature of the change sought to be made. Failure to follow this procedure shall not invalidate any ordinance or resolution adopted by the Board of Aldermen.
- B. Any bill shall be subject to amendment until the vote upon final passage.

Mayor Lyons presented the first reading of Bill No. 11-56 by title only. It was noted that Bill No. 11-56 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill 11-56 as presented. Alderman Schmitt seconded the motion which was vote on and unanimously passed.

Bill No. 11-57.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF STOP SIGNS AS INDICATED HEREIN.

City Engineer Nick Edelman explained that Bill No. 11-57 established stop signs at the intersection of Live Oak Lane and Sycamore Valley Drive, and at the intersection of Water Drive and Sycamore Valley Drive.

Mayor Lyons presented the first reading of Bill 11-57 by title only. It was noted that Bill No. 11-57 has been available for public review.

UNAPPROVED

Alderman Farmer moved to approve the first reading of Bill 11-57 as presented. Alderman Schmitt seconded the motion which was vote on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-57 by title only. Alderman Olivarri moved to approve the second and final reading or Bill No. 11-57 by title only. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-57 and to pass same into Ordinance. "Ayes": Alderman Catcott, Alderman Farmer, Alderman Olivarri, Alderman Schmitt, Alderman Rucker. "Nays": None. "Absent": Alderman Kahrs. Bill No. 11-57 was passed and approved as Ordinance No. 11.57.

Bill No. 11-58.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 10.75 ADOPTING THE 2011 ANNUAL BUDGET, BY TRANSFERRING FUNDS BETWEEN PROJECTS FOR NECESSARY EXPENSES.

City Engineer Edelman said Bill No. 11-58 amends the 2011 Budget to transfer funds from the Highway 54 Sidewalk Improvements to pay for the additional work from the contract modifications on Cove Road and Stonecrest Circle. Mr. Edelman said that he is waiting on MoDOT's approval. He added that the engineer's estimate is drastically under budget.

Mayor Lyons presented the first reading of Bill No. 11-58 by title only. It was noted that Bill No. 11-58 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 11-58 as presented. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 11-58 by title only.

Alderman Olivarri moved to approve the second and final reading of Bill No. 11-58 by title only. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 11-58 and to pass same into Ordinance. "Ayes": Alderman Farmer, Alderman Olivarri, Alderman Schmitt, Alderman Rucker, Alderman Catcott. "Nays": None. "Absent": Alderman Kahrs. Bill No. 11-58 was passed and approved as Ordinance No. 11.58.

Communications from Board Members.

Alderman Rucker. Kevin Rucker questioned the status of a reserves policy that the Board discussed at a previous budget meeting. City Administrator Nancy Viselli stated that the information has been prepared and it would be included in the packets that will go out tomorrow.

Alderman Farmer. Lois Farmer commented that the City Hall grounds look beautiful and she had a compliment on how nice the City Park looked at the Fall Festival.

Staff Communications.

City Planner. Cary Patterson thanked the Board for approving the appointments to the Board of

UNAPPROVED

Adjustment.

City Engineer. Nick Edelman reported that he attended a TAC meeting last week and Highway 42 is the highest safety concern for District 5. They are looking at adding shoulders at the next STIP five year plan. The project will begin in Osage Beach and continue east on Highway 42, however the project has not been designed.

Public Works Department. Superintendent of Public Works Rick King reported that the white goods event began this week and will go through October 14. He said dates for the leaf pick up would be announced soon.

Park Department. Brian Willey announced that the Kids' Fishing Derby will be held on Saturday at the Osage Beach City Park.

There being no further business to come before the Board, the meeting adjourned at 6:55 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 October 6, 2011.

Diann Warner, City Clerk

Penny Lyons, Mayor

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

October 13, 2011

The Board of Aldermen of the City of Osage Beach, Missouri, met for a special meeting on Thursday, October 13, 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 Kevin Rucker and Alderman Ron Schmitt. Alderman Fred Catcott was absent. City Clerk Diann Warner was present and performed the duties of the City Clerk's office.

Others present were as follows: City Administrator Nancy Viselli, Assistant City Administrator Jeana Albertson, IT Manager Jim Davis, Building Official Ron White, Airport Manager Budd Hyde, Police Chief Todd Davis, City Engineer Nick Edelman, Human Resources Specialist Cindy Leigh, City Treasurer Karri Bell, and City Attorney Ed Rucker, City Planner Cary Patterson, and Park Manager Brian Willey.

Third Quarter Budget Review.

Board members reviewed the third quarter budget reconciliation by fund as of September 30, 2011. Assistant City Administrator Albertson said the latest sales tax receipts are not included in the report that was sent to the Board a week ago.

According to the financial statements as of September 30, 2011, revenues are 82.3% and expenses are 74.7%.

Lump Sum Cost of Living Adjustment.

City Administrator Nancy Viselli provided information on the cost of various percentages for a one time lump sum cost of living adjustment for full time employees. Those employees who have review dates up to October 21st would be eligible for the adjustment on the next payroll and those with review dates after October 21st would be eligible for the adjustment on the payroll following their review date.

Alderman Rucker questioned the forfeiture account since he is familiar with 401 plans where the money would be returned to the general fund and not a fund that is used for employee related items. It was noted that the 401 plan documents do not allow forfeited funds to be returned to the general fund.

Alderman Kahrs spoke about the payroll tax reduction which is an additional 2% on employees' paychecks. Alderman Rucker questioned the reason a 3% lump sum cost of living adjustment is \$135,000, and last year when 3.4% increases were removed from the budget only saved \$107,000. Human Resources Specialist Cindy Leigh said last years' figure was an estimate from October to December, and vacancies may have affected the estimated savings. The cost for the one time lump sum is based on the current payroll and employees receiving the entire amount in 2011.

Discussion followed on reserves in each fund. City Administrator Nancy Viselli said there are 5 ½ months in reserves in the general fund. Alderman Olivarri said that salaries come from all funds; the City has an annual budget of \$9.7 million and removing capital and divide that number by 12 is \$812,000 per month or 7 ½ months in reserve. Assistant City Administrator Albertson said no restricted funds were included in the calculations.

Alderman Kahrs said that no one is more deserving than employees and the City may have reserves,

however he said the west side of the expressway will open and how businesses will be affected is unknown. He said there are many variables that the City may not be prepared for in 2012. Alderman Rucker said an increase should be given now or in January 2012 but the City may be in a better financial position in January.

Mayor Lyons said she spoke with business owners that serve the area and more than half of their employees got a cost of living increase, and one business gave both a raise and a COLA. Alderman Olivarri said the proposal is based on an increase for all employees and he asked about those employees who may be underperforming. City Administrator Nancy Viselli said that underperformers would receive a COLA but not a merit increase. She added that while performance issues are addressed immediately, no employees are currently on probation.

Alderman Farmer moved to approve a 3% one time lump sum cost of living adjustment for full time employees. Alderman Schmitt seconded the motion which was voted on and passed with Alderman Kahrs and Alderman Rucker expressing negative votes.

Alderman Rucker moved to direct staff to prepare an ordinance amending the 2011 budget for a 2% one time cost of living adjustment. There was no second to the motion.

Alderman Farmer moved to direct staff to prepare an ordinance amending the 2011 budget for a 3% one time cost of living adjustment for full time employees. Alderman Schmitt seconded the motion which was voted on and passed with Alderman Kahrs and Alderman Rucker expressing negative votes.

Discussion of Reserves by Department.

Alderman Schmitt questioned the reason the Capital Improvement sales tax and public safety are not included in the calculations. Assistant City Administrator Albertson responded that public safety is included in the general fund and CIT revenue cannot be used for Operation and Maintenance.

Alderman Kahrs said his understanding has always been that the amount in reserve should be enough to cover six months of operating expenses. Alderman Rucker said that as the City's responsibilities increase the Osage Beach Parkway should be taken into account. Assistant City Administrator Albertson said that she, Superintendent of Public Works Rick King and City Engineer Nick Edelman have developed a twenty year Transportation Plan. Mayor Lyons commented that before the City takes over maintenance of Osage Beach Parkway, the contract with MoDOT must be amended.

Alderman Rucker commented that until the numbers from the Transportation Plan are known, the target should be six months in reserve. Alderman Schmitt commented that he is comfortable with 7.5 months of operating expenses in reserve.

There being no further business to come before the Board of Aldermen, the special meeting adjourned at 7:25 p.m.

000009

**CITY OF OSAGE BEACH
BILLS LIST
November 3, 2011**

Bills Paid Prior to Board Meeting	78,614.64
Payroll Paid Prior to Board Meeting	124,475.97
SRF Transfer Prior to Board Meeting	220,200.76
TIF Transfer Prior to Board Meeting	136,380.00
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	740,576.12
Total Expenses	<u>1,300,247.49</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	Case# 26v050500201	344.31			
			State Withholding	3,720.63			
			Fed WH	11,182.30			
			FICA	4,864.05			
			Medicare	1,679.32			
			ICMA	Retirement 457 &	591.77		
			Retirement 457	1,095.69			
			Loan Repayments	1,185.45			
			Loan Repayments	898.37			
			401 Loan Payment	331.44			
			401 Loan Payment	287.56			
			Loan Repayments	225.63			
			Retirement Roth IRA	235.00			
			CAMDEN COURT	Case No. 11CM-SC00049	82.54		
			THE BANCORP BANK	HSA Contribution	1,377.21		
			ONE TIME VENDOR	Cash Refund:101941118-01	65.00		
				TOTAL:	28,166.27		
			Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	159.13
						Medicare	37.24
						BANKCARD CENTER 3374	TOP SOIL, MULCH
ICMA	Retirement 401	133.00					
	TOTAL:	465.37					
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20			
			Medicare	1.45			
				TOTAL:	7.65		
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	398.40			
			Medicare	93.18			
			ICMA	Retirement 401	396.16		
				TOTAL:	887.74		
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	426.17			
			Medicare	99.67			
			ICMA	Retirement 401	401.33		
				TOTAL:	927.17		
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	448.27			
			Medicare	104.84			
			ICMA	Retirement 401	447.27		
				TOTAL:	1,000.38		
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	1.76			
			Medicare	0.41			
			ICMA	Retirement 401	2.29		
				TOTAL:	4.46		
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	270.01			
			Medicare	63.15			
			ICMA	Retirement 401	263.79		
				TOTAL:	596.95		
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	315.67			
			Medicare	73.83			
			ICMA	Retirement 401	312.51		

000010

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000011	AMOUNT
				TOTAL:	702.01
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL		2,844.33
		AT & T/CITY HALL	CITY HALL		1,626.11
			TOTAL:		4,470.44
Parks	General Fund	ALLIED WASTE SERVICES #435	SEPT TRASH SERVICE		102.62
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS		12.01
			CITY PARK #2, DISPLAY C		10.31
			FISH HATCHERY RD, SOCCER F		19.54
			CITY PARK #2, DISPLAY D		10.31
			FISH HATCHERY RD, BALL FIE		410.16
			CITY PARK #2, DISPLAY B		10.23
			BALL DIAMONDS CONS STAND		84.26
			CITY PARK #2, DISPLAY A		9.79
			HWY 42 BALL PK LTS		12.75
			CITY PARK #2, IRRIG PUMP		10.45
		INTERNAL REVENUE SERVICE	FICA		260.71
			Medicare		60.98
		BANKCARD CENTER 3374	LANDSCAPE PLANTS/SHRUBS		205.66
			DRILL, BIT		67.44
			LTHPM3PKGL, GLOVES		51.69
			GARDEN HOE		35.91
			LANDSCAPE PLANTS		49.26
			MUMS, HOSE HANGOUT		36.85
			MULCH		94.50
		ICMA	Retirement 401		222.38
		WILLEY, BRIAN	GFCI, RECEPTACLE		20.35
			FOIL, CHARCOAL, COOLER		110.67
			TOTAL:		1,908.83
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA		114.83
			Medicare		26.86
		LEIGH, CINDY	TUITION REIMB		1,374.00
			MILEAGE REIMBURSEMENT		193.14
		BANKCARD CENTER 3374	POCKET PEDOMETERS		1,287.21
		ICMA	Retirement 401		113.98
			TOTAL:		3,110.02
Overhead	General Fund	POSTAGE BY PHONE PLUS	POSTAGE		1,264.25
			TOTAL:		1,264.25
Police	General Fund	INTERNAL REVENUE SERVICE	FICA		2,944.10
			Medicare		688.55
		POSTAGE BY PHONE PLUS	POSTAGE		283.37
		BANKCARD CENTER 3374	TRAINING - DAVIS		135.00
		ICMA	Retirement 401		2,877.52
			TOTAL:		6,928.54
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA		788.33
			Medicare		184.37
		ICMA	Retirement 401		799.11
			TOTAL:		1,771.81
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA		265.52
			Medicare		62.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012	AMOUNT
		POSTAGE BY PHONE PLUS	POSTAGE		222.24
		ICMA	Retirement 401		<u>260.16</u>
			TOTAL:		810.02
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA		490.61
			Medicare		114.75
		ICMA	Retirement 401		<u>483.14</u>
			TOTAL:		1,088.50
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA		290.53
			Medicare		67.94
		ICMA	Retirement 401		<u>282.07</u>
			TOTAL:		640.54
Economic Development	General Fund	BANKCARD CENTER 3374	FALL FESTIVAL TOTE BAGS		766.77
			WIRE, OUTLETS FALL FESTIVA		236.52
			FESTIVAL GIFT CERT		<u>50.00</u>
			TOTAL:		1,053.29
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding		318.85
		INTERNAL REVENUE SERVICE	Fed WH		1,053.93
			FICA		448.50
			Medicare		154.83
		ICMA	Retirement 457		50.00
			Loan Repayments		34.92
		THE BANCORP BANK	HSA Contribution		<u>20.00</u>
			TOTAL:		2,081.03
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTS		3,213.67
			STREET LIGHTS		1,179.46
		AMEREN MISSOURI	KK DR PALISADES COMMON		94.41
		INTERNAL REVENUE SERVICE	FICA		662.05
			Medicare		154.83
		POSTAGE BY PHONE PLUS	POSTAGE		34.92
		ICMA	Retirement 401		<u>664.10</u>
			TOTAL:		6,003.44
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding		221.02
		INTERNAL REVENUE SERVICE	Fed WH		727.64
			FICA		306.47
			Medicare		105.79
		ICMA	Retirement 457		25.00
			Loan Repayments		16.89
			Loan Repayments		22.97
			401 Loan Payment		76.82
			401 Loan Payment		75.98
			Loan Repayments		68.06
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE		25.00
		THE BANCORP BANK	HSA Contribution		<u>30.00</u>
			TOTAL:		1,701.64
Water	Water Fund	AMEREN MISSOURI	BLUFF RD WATER TOWER		279.04
			COLLEGE WELL BEHIND CHURCH		30.15
		INTERNAL REVENUE SERVICE	FICA		452.42
			Medicare		105.82
		POSTAGE BY PHONE PLUS	POSTAGE		<u>335.98</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000013	
		BANKCARD CENTER 3374	LITHIUM BATTERIES	40.40
		ICMA	Retirement 401	453.75
		DEGRAZIA, PHIL	MILEAGE REIMB 10/05-10/11/	48.84
			TOTAL:	1,746.40
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	347.13
		INTERNAL REVENUE SERVICE	Fed WH	1,123.50
			FICA	489.46
			Medicare	169.00
		ICMA	Retirement 457	45.00
			Loan Repayments	193.04
			Loan Repayments	56.78
			401 Loan Payment	121.17
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	25.00
		THE BANCORP BANK	HSA Contribution	60.00
			TOTAL:	2,630.08
Sewer	Sewer Fund	GARMANY, DAVID	MILEAGE REIMB 10/05-10/11/	62.16
		AMEREN MISSOURI	835 E 42 HWY LIFT STATION	17.34
			1222 LANDS END PKWY LIFT S	15.50
			749 42 HWY LIFT STATION	9.93
			800 42 HWY LIFT STATION	9.93
		INTERNAL REVENUE SERVICE	FICA	722.55
			Medicare	168.97
		OWENS, BRIAN	MILEAGE REIMB 10/12-10/18/	58.83
		POSTAGE BY PHONE PLUS	POSTAGE	132.26
		ICMA	Retirement 401	720.72
			TOTAL:	1,918.19
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	383.00
		INTERNAL REVENUE SERVICE	Fed WH	1,298.51
			FICA	466.21
			Medicare	160.95
			TOTAL:	2,308.67
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	688.22
			Medicare	160.95
		POSTAGE BY PHONE PLUS	POSTAGE	35.57
		ICMA	Retirement 401	550.30
			TOTAL:	1,435.04
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	115.23
		INTERNAL REVENUE SERVICE	Fed WH	417.32
			FICA	184.05
			Medicare	63.54
		ICMA	Retirment 457 &	111.31
			Loan Repayments	16.89
			TOTAL:	908.34
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF AIRPORT WELL	9.79
			KAISER TERMINAL BUILDING	298.16
			LCF AIRPORT NEW HANGAR	73.20
		INTERNAL REVENUE SERVICE	FICA	271.69
			Medicare	63.54
		POSTAGE BY PHONE PLUS	POSTAGE	26.43
		ICMA	Retirement 401	260.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014	AMOUNT
				TOTAL:	1,003.46
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding		72.14
		INTERNAL REVENUE SERVICE	Fed WH		260.50
			FICA		145.23
			Medicare		50.14
		ICMA	Retirement 457 &		74.20
				TOTAL:	602.21
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA		214.38
			Medicare		50.14
		POSTAGE BY PHONE PLUS	POSTAGE		13.98
		ICMA	Retirement 401		193.40
				TOTAL:	471.90

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

10	General Fund	55,804.24
20	Transportation	8,084.47
30	Water Fund	3,448.04
35	Sewer Fund	4,548.27
40	Ambulance Fund	3,743.71
45	Lee C. Fine Airport Fund	1,911.80
47	Grand Glaize Airport Fund	1,074.11
GRAND TOTAL:		78,614.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000015	AMOUNT
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	SEVERSON RETIREMENT		297.35
			NEILA THOMAS FLORAL		59.50
			TOTAL:		356.85
City Clerk	General Fund	SULLIVAN PUBLICATIONS INC ALPHAGRAPHICS	WEB HOSTING 6/1/11-5/31/12		360.00
			BLUE PRINT COPIES		6.00
			TOTAL:		366.00
City Treasurer	General Fund	DATA FLOW	W-2 FORMS, 1099 FORMS, ENV		125.21
			TOTAL:		125.21
City Attorney	General Fund	WEST	INFORMATION CHARGES		215.54
			TOTAL:		215.54
Building Inspection	General Fund	QUILL	PAPER, STOR BOXES, LABELS		185.36
			PENS		24.29
			AIR DUSTERS		6.29
			FLEET ONE		53.80
			PRECISION AUTO & TIRE SERVICE LLC		15.00
			TOTAL:		284.74
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY CONSOLIDATED ELECTRICAL DISTR, INC SHANNON PAINTER DBA B & H CLEANING AB PEST CONTROL GEO-ENTERPRISES, INC BANKCARD CENTER 7433	TRASH LINERS		116.24
			BALLASTS, LAMPS		121.71
			CLEANING SERVICES		1,542.00
			PEST CONTROL SPRAYING		125.00
			SYS REPAIR BRD RM, DSPTCH		811.52
			QUICKRETE, EPOXY, FLASHLIG		113.53
			TOTAL:		2,830.00
Parks	General Fund	EZARD'S ACE HARDWARE RP LUMBER INC FLEET ONE O'REILLY AUTOMOTIVE STORES INC SHERWIN-WILLIAMS	TAPE & DSPNSRS		10.98
			MASON LINE, TAPE, GRADE ST		23.47
			PARKS FUEL		173.42
			PARKS FUEL		58.06
			LATCH LOCK, PIN & CLIP		18.58
			WIPER FLD, MOTOR OIL		37.97
			SSTRIPES, SHERSTRIPES		89.93
TOTAL:		412.41			
Overhead	General Fund	ALPHAGRAPHICS	WINDOW ENVELOPES		226.91
			TOTAL:		226.91
Police	General Fund	FLEET ONE O'REILLY AUTOMOTIVE STORES INC PSE INSTALLATION DIGITAL ALLY SOUTHERN UNIFORM & EQUIPMENT STAPLES ADVANTAGE	PUBLIC SAFETY FUEL		1,042.46
			PUBLIC SAFETY CAR WASH		48.00
			PUBLIC SAFETY FUEL		1,008.63
			PUBLIC SAFETY CAR WASH		28.00
			BATTERY, 2-2PK KEYLESS		14.97
			CAR 33 LIGHTS INSTALLED		50.00
			BATTERY PACKS, CASES		332.50
			HOLDERS, KEEPERS, MAG CASE		721.26
			UNIFORMS		841.46
			TONER CTRGS, HP TONER LSRJ		187.48
			PRINT CTRG		171.99
TOTAL:		4,102.77			
911 Center	General Fund	LAKE SUN LEADER 81525 & 1586450	LAKE SUN LEADER 81525 & 15		76.50
			TOTAL:		76.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000016	AMOUNT
Planning	General Fund	QUILL	PAPER CLIPS, CALENDAR		112.72
		FLEET ONE	PLANNING FUEL		75.37
		SPRINGFIELD BLUE PRINT & PHOTO COPY CO	INK CARTRIDGES		630.17
			TOTAL:		818.26
Engineering	General Fund	QUILL	HP COLOR LASER CM1415NW		404.21
		FLEET ONE	WIPES, BATTERIES		25.15
			CITY ENG FUEL		112.98
			CITY ENG FUEL		68.35
		TOTAL:		610.69	
Information Technology	General Fund	ELECTRONICS UNLIMITED	FIBER CABLE		326.93
		EZARD'S ACE HARDWARE	GALV COUPLES		16.24
		FLEET ONE	IT FUEL		33.96
		TOTAL:		377.13	
Economic Development	General Fund	COMFORT CARE	RECLAIM REFRIGERANT		1,920.00
			TOTAL:		1,920.00
Transportation	Transportation	PURCELL TIRE CO	TIRES #57		342.21
		QUILL	BOOKLIFT COPYHOLDER		7.01
		FLEET ONE	INDEXES, BNDR CLPS, PPR, B		31.08
			TRANS FUEL		442.47
			TRANS FUEL		281.76
		GB MAINTENANCE SUPPLY	TRSH LINERS, CUPS, TOWELS,		133.59
		JACK'S MUNICIPAL SALE & SERVICE INC	6 - 24" STOP H.I.		192.80
		OFFICE BUSINESS EQUIPMENT	PHOTOCONDUCTOR UNIT		146.16
		LAKE SUN LEADER 81525 & 1586450	LEAF COLLECTOR		67.50
		BARNES MARINE INC	12" CHAIN, BAR OIL		28.50
		PRECISION AUTO & TIRE SERVICE LLC	SIX TIRES #59		1,293.00
			REAR BRAKE PADS #59		209.97
			OIL CHG, INSTALL TIRE #54		47.95
			TEMP ACTUATOR MOTOR #54		185.57
			OIL CHANGE #61		41.95
		APAC MO INC	BP-2 W/RAP		176.06
			OB11-017 STONECREST CIRCLE		67,688.02
		B & P PATTERSON LLC	OB11-007 COVE RD		208,473.66
		DONALD MAGGI, INC	OB11-010 PASSOVER RD PHASE		346,895.92
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS		31.68
			STREET DEPT FLOOR MATS		6.45
			STREET DEPT UNIFORMS		44.09
			STREET DEPT FLOOR MATS		6.45
	TOTAL:		626,773.85		
Water	Water Fund	PURCELL TIRE CO	FLAT REPAIR #52		21.40
		QUILL	INDEXES, BNDR CLPS, PPR, B		31.09
		EZARD'S ACE HARDWARE	FASTENERS, SHOP TOWELS		9.78
		FLEET ONE	WATER FUEL		424.04
			WATER FUEL		290.78
		GOEHRI, GEORGE	HEALTH INS PREMIUM		77.69
		MO ONE CALL SYSTEM INC	LOCATES		74.75
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL, FILTER		41.02
		OFFICE BUSINESS EQUIPMENT	PHOTOCONDUCTOR UNIT		146.17
		HD SUPPLY WATERWORKS LTD	101 8" HSPU USG F/PROP MET		480.44
			BALL CURB FIPT, CPLG, SEAL		267.86
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE #52		42.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017	AMOUNT
		SYSTEMS MANUFACTURING INC	SCADA SOFTWARE INSTALLATIO		1,021.54
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS		21.93
			WATER DEPT FLOOR MATS		6.45
			WATER DEPT UNIFORMS		21.93
			WATER DEPT FLOOR MATS		6.45
		UNDERGROUND UTILITY SYSTEMS LLC	OB11-002 WTRLN RLCATE OB P		12,292.45
			TOTAL:		15,278.72
Sewer	Sewer Fund	PURCELL TIRE CO	TIRES #50		350.50
		QUILL	INDEXES, BNDR CLPS, PPR, B		31.08
		EZARD'S ACE HARDWARE	PVC NIPPLE, GLUE, WD-40		22.84
			NYLON TWINE		3.79
			BALL VALVE		16.49
			GALV HEX BUSH, NIPPLE, WAS		8.27
			BALL VLV, HEX BSHNG, COUPL		136.87
			SAWZAL BLDS, ANTI-SEIZE, P		56.38
			TAPE RULE		10.49
			MOPHEADS		10.78
		RP LUMBER INC	5/16 PROOF COIL CHAINS		239.98
		FLEET ONE	SEWER FUEL		184.75
			SEWER FUEL		389.42
		MIDWEST BLOCK & BRICK	LIME		129.40
		MO ONE CALL SYSTEM INC	LOCATES		74.75
		MUNICIPAL EQUIPMENT CO	WEAR RING, IMPELLER		3,184.35
		O'REILLY AUTOMOTIVE STORES INC	CARBON STEEL		3.69
			A/F TESTER		2.78
			PWR RTD BELT		7.54
		OFFICE BUSINESS EQUIPMENT	PHOTOCONDUCTOR UNIT		146.17
		CONSOLIDATED ELECTRICAL DISTR, INC	GROUND ROD, CLAMP, SCRDRVR		25.97
			500' MEASURE TAPE		79.50
			DUCT SEAL COMP, SPLICING T		62.65
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	SEP TREATMENT PLANT OPERAT		31,718.26
			SEP TREATMENT PLANT EXPANS		1,911.00
		BOWLING ELECTRIC MACHINE	CAPACITORS		269.50
		CAMDENTON LAWN & GARDEN CENTER`	STRAW		55.00
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE #73		41.95
		SYSTEMS MANUFACTURING INC	SCADA SOFTWARE INSTALLATIO		681.03
		CARD SERVICES 4091	McELROY BOOTS		100.00
		JCI	PUMP REPAIR S/N K52545		5,438.00
			PUMP REPAIR S/N D41797		2,958.00
			PUMP REPAIR S/N MG078		9,923.75
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS		46.89
			SEWER DEPT FLOOR MATS		6.45
			SEWER DEPT UNIFORMS		46.89
			SEWER DEPT FLOOR MATS		6.45
			TOTAL:		58,381.61
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding		18.00
		INTERNAL REVENUE SERVICE	Fed WH		28.40
			FICA		32.45
			Medicare		11.20
			TOTAL:		90.05
Ambulance	Ambulance Fund	WALMART COMMUNITY BRC	LAUNDRY/CLEANING SUPPLIES		40.74
		FLEET ONE	AMB FUEL		84.41
			AMB FUEL		127.89

000018

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	47.90
			Medicare	11.20
		STAPLES ADVANTAGE	TONER CTRG	64.77
		PMI SUPPLY, INC	MEDICAL SUPPLIES	294.00
			TOTAL:	670.91
Lee C. Fine Airport	Lee C. Fine Airpor	EZARD'S ACE HARDWARE	ALK BATTERIES	26.98
			SQ POINT SHOVEL	9.99
		FLEET ONE	BULBS	33.86
			LCF FUEL	56.52
		NAEGLER OIL CO	LCF CAR WASH	4.00
			JET A FUEL	25,731.12
			TOTAL:	25,862.47
Grand Glaize Airport	Grand Glaize Airpo	EZARD'S ACE HARDWARE	WINDSHIELD WASH	2.49
		FLEET ONE	FLUSH LEVER, HARDWARE	4.78
		GIER OIL CO INC	GG FUEL	87.52
			GG FUEL	40.91
			UNLEADED GASOLINE	659.80
			TOTAL:	795.50

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

10	General Fund	12,723.01
20	Transportation	626,773.85
30	Water Fund	15,278.72
35	Sewer Fund	58,381.61
40	Ambulance Fund	760.96
45	Lee C. Fine Airport Fund	25,862.47
47	Grand Glaize Airport Fund	795.50
GRAND TOTAL:		740,576.12

**CITY OF OSAGE BEACH
BILLS LIST
October 20, 2011**

Bills Paid Prior to Board Meeting	100,959.01
Payroll Paid Prior to Board Meeting	126,159.57
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prior to Board Meeting	0.00
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	109,952.06
Total Expenses	<u>337,070.64</u>

PAID PRIOR TO THE BOARD MEETING

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000020	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	SEPT CVC COLLECTIONS		827.58
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201		344.31
		MO DEPT OF REVENUE	State Withholding		3,478.00
		MO TREASURER BUDGET DIRECTOR	PC OFFCR STNDRS TRAINING		117.00
		INTERNAL REVENUE SERVICE	Fed WH		10,611.95
			FICA		4,875.15
			Medicare		1,683.11
		ICMA	Retirment 457 &		267.78
			Retirement 457		1,095.69
			Loan Repayments		1,150.33
			Loan Repayments		898.37
			401 Loan Payment		331.44
			401 Loan Payment		287.56
			Loan Repayments		225.63
			Retirement Roth IRA		235.00
		CAMDEN COURT	Case No. 11CM-SC00049		82.54
		CITIZENS AGAINST DOMESTIC VIOLENCE	CADV COLLECTIONS		232.00
		THE BANCORP BANK	HSA Contribution		9,217.68
		ONE TIME VENDOR	Bond Refund:092185867-01		265.00
			Bond Refund:101940322-01		195.50
			TOTAL:		36,421.62
Mayor & Board	General Fund	LAKE AREA CHAMBER OF COMMERCE	ANNUAL CHAMBER DINNER		360.00
			TOTAL:		360.00
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA		398.40
			Medicare		93.18
		ICMA	Retirement 401		396.16
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		31.98
			TOTAL:		919.72
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA		426.17
			Medicare		99.67
		ICMA	Retirement 401		401.33
			TOTAL:		927.17
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA		448.27
			Medicare		104.84
		ICMA	Retirement 401		447.27
			TOTAL:		1,000.38
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA		95.24
			Medicare		22.27
		ICMA	Retirement 401		92.76
			TOTAL:		210.27
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA		270.01
			Medicare		63.15
		ICMA	Retirement 401		263.79
			TOTAL:		596.95
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA		315.68
			Medicare		73.83
		ICMA	Retirement 401		312.51
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		52.09
			TOTAL:		754.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000021	AMOUNT
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	TRASH SERVICE CITY HALL		250.83
			TOTAL:		250.83
Parks	General Fund	FLEET ONE	PARKS FUEL		223.56
		AMEREN MISSOURI	CITY PARK #2 DISPLAY C		10.31
			FISH HATCHERY RD SOCCER FL		19.54
			CITY PARK #2 DISPLAY D		10.31
			FISH HATCHERY RD BALL FIEL		613.36
			CITY PARK #2 DISPLAY A		9.79
		INTERNAL REVENUE SERVICE	FICA		282.22
			Medicare		66.00
		ICMA	Retirement 401		211.34
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		71.30
			TOTAL:		1,517.73
Human Resources	General Fund	WISELLI, NANCY	MEAL, MILEAGE MPR CONFEREN		154.70
		ALBERTSON, JEANA	MEAL, MILEAGE MPR CONFEREN		154.70
		INTERNAL REVENUE SERVICE	FICA		114.83
			Medicare		26.86
		LEIGH, CINDY	MEAL, MILEAGE MPR CONFEREN		154.70
		ICMA	Retirement 401		113.98
		DAVIS, TODD	MEAL, MILEAGE MPR CONFEREN		154.70
		KRISTINA PRICE DBA	CHAIR MASSAGES		200.00
		WILLEY, BRIAN	MEAL, MILEAGE MPR CONFEREN		154.70
			TOTAL:		1,229.17
Overhead	General Fund	CHARTER BUSINESS	OCT SERVICES		5.94
			TOTAL:		5.94
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL		1,611.91
			PUBLIC SAFETY CAR WASH		80.00
		INTERNAL REVENUE SERVICE	FICA		3,009.69
			Medicare		703.87
		PETTY CASH	BATTERIES		14.70
		ICMA	Retirement 401		2,930.22
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		248.50
			TOTAL:		8,598.89
911 Center	General Fund	AT & T/CITY HALL	SEPT SERVICES		1,361.05
		INTERNAL REVENUE SERVICE	FICA		789.55
			Medicare		184.65
		ICMA	Retirement 401		800.29
			TOTAL:		3,135.54
Planning	General Fund	FLEET ONE	PLANNING FUEL		93.02
			PLANNING CAR WASH		4.00
		INTERNAL REVENUE SERVICE	FICA		265.52
			Medicare		62.10
		ICMA	Retirement 401		260.16
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		28.17
			TOTAL:		712.97
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		115.19
		INTERNAL REVENUE SERVICE	FICA		490.60
			Medicare		114.75
		ICMA	Retirement 401		483.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000022	AMOUNT
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		75.93
			TOTAL:		1,279.61
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA		290.53
			Medicare		67.94
		ICMA	Retirement 401		282.07
		AT&T INTERNET/IP SERVICES	SEP SERVICES		852.50
		AT & T /EMSGTWY_SBC	AUG SERVICE		83.42
			AUG SERVICES		141.07
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		68.16
		VERIZON WIRELESS	SEPT SERVICE		86.02
			TOTAL:		1,871.71
Economic Development	General Fund	FLEET ONE	FALL FESTIVAL GENERATORS		60.29
			TOTAL:		60.29
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding		311.85
		INTERNAL REVENUE SERVICE	Fed WH		1,032.93
			FICA		448.50
			Medicare		154.83
		ICMA	Retirement 457		50.00
			Loan Repayments		34.92
		THE BANCORP BANK	HSA Contribution		160.00
			TOTAL:		2,193.03
Transportation	Transportation	MARSHALL, JERRY	WORK BOOT REIMB		99.99
		FLEET ONE	TRANS FUEL		831.82
		ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT		83.61
		INTERNAL REVENUE SERVICE	FICA		662.05
			Medicare		154.83
		ICMA	Retirement 401		664.10
			TOTAL:		2,496.40
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding		223.02
		INTERNAL REVENUE SERVICE	Fed WH		727.37
			FICA		308.32
			Medicare		106.42
		ICMA	Retirement 457		25.00
			Loan Repayments		16.89
			Loan Repayments		22.97
			401 Loan Payment		76.82
			401 Loan Payment		75.98
			Loan Repayments		68.06
		ONE TIME VENDOR CENTRAL BANK OF LAKE	03-3490-03		8.15
		WALTERS, RAUL	05-1800-00		34.69
			TOTAL:		1,693.69
Water	Water Fund	AMEREN MISSOURI	WELL #2 LK RD 54-59		41.15
			SWISS VILLAGE WELL		2,377.21
		FLEET ONE	WATER FUEL		442.65
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT		83.61
		INTERNAL REVENUE SERVICE	FICA		455.16
			Medicare		106.45
		ICMA	Retirement 401		456.39
		BRIZENDINE, TERRY	MILEAGE REIMB 09/14-09/27/		22.20
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		73.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000023	AMOUNT
				TOTAL:	4,058.55
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding		298.13
		INTERNAL REVENUE SERVICE	Fed WH		980.01
			FICA		467.41
			Medicare		161.39
		ICMA	Retirement 457		45.00
			Loan Repayments		193.04
			Loan Repayments		56.78
			401 Loan Payment		121.17
		THE BANCORP BANK	HSA Contribution		480.00
			TOTAL:		2,802.93
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI		2,677.56
			GRINDER PUMPS & LIFT STATI		4,310.40
			GRINDER PUMPS & LIFT STATI		4,799.48
			GRINDER PUMPS & LIFT STATI		3,586.44
		FLEET ONE	SEWER FUEL		492.31
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT		83.61
		AMEREN MISSOURI	WINDGATE BLDG SEWER		540.65
		RICHARDS, RON	MILEAGE REIMB 09/28-10/04/		45.29
		INTERNAL REVENUE SERVICE	FICA		689.98
			Medicare		161.36
		ICMA	Retirement 401		695.83
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		42.96
		DOLLISON, JOE	MILEAGE REIMB 09/21-09/27/		24.98
		EARP, NATHAN	MILEAGE REIMB 09/21-09/27/		27.75
		STARK, CHAD	MILEAGE REIMB 09/28-10/04/		113.22
			TOTAL:		18,291.82
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding		378.00
		INTERNAL REVENUE SERVICE	Fed WH		1,300.12
			FICA		505.68
			Medicare		174.57
			TOTAL:		2,358.37
Ambulance	Ambulance Fund	WALMART COMMUNITY BRC	MEDICAL SUPPLIES		13.58
			CLEAR ORGS		14.88
		FLEET ONE	AMB FUEL		168.03
		INTERNAL REVENUE SERVICE	FICA		746.47
			Medicare		174.57
		PETTY CASH	AMBULANCE LIGHTBULBS		23.96
		ICMA	Retirement 401		518.98
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		84.31
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING		2,124.63
			TOTAL:		3,869.41
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding		114.80
		INTERNAL REVENUE SERVICE	Fed WH		407.29
			FICA		190.50
			Medicare		65.77
		ICMA	Retirment 457 &		111.31
			Loan Repayments		16.89
			TOTAL:		906.56
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY BRC	853710 EN		19.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000024	AMOUNT
			ICE		39.90
		ALLIED WASTE SERVICES #435	TRASH SERVICE LCF AIRPORT		116.19
		AMEREN MISSOURI	LO STATE PARK LOCALZR		62.69
			AIRPORT FIREHOUSE		26.67
			LCF AIRPORT HANGAR		53.57
			LCF AIRPORT HANGAR		55.05
		INTERNAL REVENUE SERVICE	FICA		281.21
			Medicare		65.77
		ICMA	Retirement 401		260.65
			TOTAL:		981.67
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding		70.20
		INTERNAL REVENUE SERVICE	Fed WH		214.98
			FICA		130.95
			Medicare		45.21
		ICMA	Retirment 457 &		74.20
			TOTAL:		535.54
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	GG AIRPORT UTILITIES		30.75
		ALLIED WASTE SERVICES #435	TRASH SERVICE		118.89
		AMEREN MISSOURI	GG AIRPORT HANGAR		39.15
			AIRPORT RD HWY 54 TBLC EXT		182.38
			GG AIRPORT SHOP		14.60
			957 AIRPORT RD		9.79
			GG AIRPORT TBLC EXT D		14.37
			GG AIRPORT HANGAR		19.04
			GG AIRPORT SLEEPY		11.26
		INTERNAL REVENUE SERVICE	FICA		193.30
			Medicare		45.21
		ICMA	Retirement 401		193.40
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		28.17
		HYDE, BUDD	CARB ADPTR REIMB		17.83
			TOTAL:		918.14

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

10	General Fund	59,852.90
20	Transportation	4,689.43
30	Water Fund	5,752.24
35	Sewer Fund	21,094.75
40	Ambulance Fund	6,227.78
45	Lee C. Fine Airport Fund	1,888.23
47	Grand Glaize Airport Fund	1,453.68
GRAND TOTAL:		100,959.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000025	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	BOOKS & MISC SALES TAX		3.40
			TOTAL:		3.40
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	SEVERSON, GUNNELS		103.50
		ALPHAGRAPHICS	BUSINESS CARDS - CATCOTT		55.00
			BUSINESS CARDS - FARMER		65.00
			TOTAL:		223.50
City Clerk	General Fund	ELDON ADVERTISER	E-VACANCY/WARD 3		46.80
		AMERICAN STAMP & MARKING PROD INC	CITY SEAL STAMP		208.86
		STAPLES ADVANTAGE	ENVELOPES, STAPLER		65.84
		MO DEPT OF REVENUE	SEPT SALES TAX REPORT		35.00
		FOCUS/WEEKLY STANDARD	ELECTION ADV		90.00
			TOTAL:		446.50
City Treasurer	General Fund	GFOA OF MO	ANNUAL MEMBERSHIP - BELL		50.00
			ANNUAL MEMBERSHIP - WELTY		50.00
		DATA FLOW	COMBINED FUNDS CHECKS		254.98
			TOTAL:		354.98
Municipal Court	General Fund	STAPLES ADVANTAGE	FILE FOLDERS		87.54
			TOTAL:		87.54
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL		49.56
		ALPHAGRAPHICS	BUSINESS CARDS - OLIVER		55.00
			TOTAL:		104.56
Building Maintenance	General Fund	ELECTRONICS UNLIMITED	ENTRY DOOR REPAIR		81.25
		GB MAINTENANCE SUPPLY	CUPS, TOWELS, LINERS		468.24
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, STIR STI		284.64
			WATER COOLER RENTAL		38.51
		SURECUT LAWN CARE LLC	SEPT GROUNDS MAINTENANCE		3,228.57
		GEO-ENTERPRISES, INC	FILTERS REPLACED		3,000.00
			TOTAL:		7,101.21
Parks	General Fund	PURCELL TIRE CO	FLAT REPAIR		25.13
		RAPID SIGNS	PARK CLOSED SIGNS		64.00
		EZARD'S ACE HARDWARE	MINI TRUCK REFLECTORS		2.44
			POWERCNTR 6 OUTLET		4.99
		FLEET ONE	PARKS FUEL		35.08
			PARKS FUEL		116.55
		MOTOR HUT	REPAIR ESTIMATE		20.00
		O'REILLY AUTOMOTIVE STORES INC	MOTOR TRT, BALL MNT, BALL,		66.55
			LICENSE KIT		2.49
			PRIMARY WIRE		5.99
			BATTERY		63.49
		BARNES MARINE INC	LEAF BLOWER REPAIR		103.16
		MO STATE AGENCY FOR SURPLUS	CLEANING SUPPLIES		20.00
			TOOLS		10.00
			SHARPS		1.00
		BANKCARD CENTER 5569	FLAT REPAIR		12.00
			BACK WINDOW		575.00
			WORK BOOTS BRIAN & TREY		143.99
		ALPHAGRAPHICS	BUSINESS CARDS - WILLEY		55.00
			TOTAL:		1,326.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000026	AMOUNT
Human Resources	General Fund	MO POLICE CHIEFS ASSC	PROMOTIONAL ASSESSMENT LT		2,500.00
		HY-VEE FOOD & DRUG STORES INC	SAFETY PICNIC		408.05
		NEW DIRECTIONS BEHAVIORAL HEALTH	QUARTERLY EAP SERVICES		580.62
		OCCUPATIONAL MEDICINE CLINIC	QUARTERLY RANDOM DRUG TEST		185.00
			FIT FOR DUTY		275.00
			PRE-EMPLOYMENT TESTING		140.00
			FIT FOR DUTY PHYSICAL		50.00
			QUARTERLY DRUG TESTS		240.00
		OAKSTONE PUBLISHING LLC	TOP HEALTH		173.25
			TOTAL:		4,551.92
Overhead	General Fund	XEROX CORP	SEP BASE CHARGE		547.32
		FEDERAL EXPRESS CORP	SHIPPING FEES		21.97
		HY-VEE FOOD & DRUG STORES INC	WORKER'S COMP		145.64
		MOPERM	ADD MINI TRUCK		114.21
		MO STATE AGENCY FOR SURPLUS	MAG TRUCK		5,000.00
		MIDWEST PUBLIC RISK OF MISSOURI	CLERCAL/PD WC 7/1/10-6/30/		475.05
			TOTAL:		6,304.19
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL		1,256.97
			PUBLIC SAFETY CAR WASH		24.00
			PUBLIC SAFETY FUEL		1,040.42
			PUBLIC SAFETY CAR WASH		54.78
		AMERICAN STAMP & MARKING PROD INC	STAMP INSERT - TDAVIS		18.58
		MO POLICE CHIEFS ASSC	MEMBERSHIP DUES - DAVIS		200.00
			MEMBERSHIP DUES - CALVINO		75.00
		LAKE CLEANERS	UNIFORM CLEANING		480.50
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG, ROTATE TIRES TCA		53.33
			OIL CHG, ROTATE TIRES #32		53.33
			MOUNT, BALANCE & DISPOSE #		57.15
			ALTENATR, SERP BELT, OIL #		478.13
			OIL CHG, ROTATE TIRES #31		55.69
		PSE INSTALLATION	COAX KIT & INSTALLATION #1		60.00
			FUSE #17, SIREN SPKR #17		201.95
		CREATIVE PRODUCT SOURCING, INC-DARE	SHIPPING		10.00
		SOUTHERN UNIFORM & EQUIPMENT	NAME BARS - MCCROREY, PUFF		24.50
		STAPLES ADVANTAGE	PRINTER		139.43
		LAW ENFORCEMENT TARGETS, INC	TARGETS		365.46
			TOTAL:		4,649.22
Planning	General Fund	BANKCARD CENTER 3333	OIL CHG, AIR CLEANER #CP-1		57.66
			PANTS - CHATHAM		68.00
			CANTALOUPE, LETTUCE,9LIVES		7.70
			CELLULAR CONNECTION		24.99
		FLEET ONE	PLANNING FUEL		91.24
		LAKE SUN LEADER 81525 & 1586450	PUBLIC HEARING VAR CASE 31		81.00
		LAKE OF THE OZARKS COURT REPORTING LLC	VARIANCE HEARING		250.00
			TOTAL:		580.59
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		67.62
			CITY ENG FUEL		128.67
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #2		35.95
	TOTAL:		232.24		
Information Technology	General Fund	BANKCARD CENTER 3358	POWER INJECTR, CISCO POWER		90.00
			CISCO GIGABIT FIBER GBIC		386.39

000027

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ELECTRONICS UNLIMITED	INSTALL FIBER LNK TO PUBLI	239.77
		MO STATE AGENCY FOR SURPLUS	DELL MONITORS	250.00
		CELLULAR CONNECTIONS	OTTERBOX, CLA-DUAL OUTPUT	74.98
		BEISHIR LOCK & SECURITY	ANN MONITORING SERV SOFTWA	1,291.00
			TOTAL:	2,332.14
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL	30.29
		FOCUS/WEEKLY STANDARD	FALL FESTIVAL AD	90.00
			TOTAL:	120.29
Economic Development	General Fund	LAKE SUN LEADER 645	FALL FESTIVAL ADS	135.00
			FALL FESTIVAL ADS	120.00
			FALL FESTIVAL ADS	198.00
			FALL FESTIVAL ADS	120.00
		VACATION NEWS	FALL FESTIVAL ADS	225.00
			FALL FESTIVAL ADS	125.00
			FALL FESTIVAL AD	75.00
			FALL FESTIVAL AD	62.50
		DISCOVER MID-AMERICA	FALL FESTIVAL ADVERTISING	188.00
		FOCUS/WEEKLY STANDARD	FALL FESTIVAL ADVERTISING	90.00
			TOTAL:	1,338.50
Transportation	Transportation	EZARD'S ACE HARDWARE	FASTENERS	8.74
			WINDEX	3.29
		FLEET ONE	TRANS FUEL	655.49
			TRANS FUEL	698.72
		MUNICIPAL EQUIPMENT CO	INLET HUBS	96.52
		CONSOLIDATED ELECTRICAL DISTR, INC	STRIP, LAMPS	146.59
			ELTRN BLSTS	41.14
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	75.09
			COOLER RENTAL	35.00
		BARNES MARINE INC	TRIMMER LINE	8.79
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	2.00
		MIDWEST PUBLIC RISK OF MISSOURI	STREET DEPT WC 7/1/10-6/30	137.34
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	31.68
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	31.68
			STREET DEPT FLOOR MATS	6.45
		H R GREEN INC	OB11-001 SIDEWALK IMPROVEM	8,166.00
			TOTAL:	10,150.97
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,785.80
			TOTAL:	2,785.80
Water	Water Fund	USA BLUE BOOK	M3V-1/2HP 115V ODP MOTOR	311.47
		EZARD'S ACE HARDWARE	BLUE SHOP TOWELS, CRAZY GL	8.47
			BLUE SHOP TOWELS	4.98
		FLEET ONE	WATER FUEL	249.51
			WATER FUEL	381.82
		HACH CO	DPD FREE CHLORINE 10ML	73.34
		SCHULTE SUPPLY INC	MAINTENENCE CONTRACTS	3,216.29
		TALLMAN COMPANY	PRESSURE GUAGE, TEFLON TAP	9.71
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	76.77
		CONSOLIDATED ELECTRICAL DISTR, INC	8FT 4 LAMP T8 (QUAD) STRIP	50.35
			AC/DC MULTIMETER	34.77
		POSTMASTER	UTILITY BILL MAILING	330.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000028	AMOUNT
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S		75.08
		DELL MARKETING LP	SCADA		948.30
		HD SUPPLY WATERWORKS LTD	HEX BOLTS, NUTS, GASKTS, F		410.82
			BLUE MARKING PAINT		48.96
			METER TILES & BOX, ADPTR R		887.40
			3/4 PJCTS 90 BEND		17.88
		PRECISION AUTO & TIRE SERVICE LLC	CABLE & ENDS #69		110.90
		SYSTEMS MANUFACTURING INC	INTOUGH UPGRADE		1,356.00
		MIDWEST PUBLIC RISK OF MISSOURI	WATER DEPT WC 7/1/10-6/30/		79.70
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS		21.93
			WATER DEPT FLOOR MATS		6.45
			WATER DEPT UNIFORMS		21.93
			WATER DEPT FLOOR MATS		6.45
		ALPHAGRAPHSICS	BUSINESS CARDS - RICHARDS		55.00
			TOTAL:		8,794.28
Sewer	Sewer Fund	MEAD O'BRIEN INC	LIQUID LEVEL CONTROLS		529.32
		ECC SUPPLY	CONTACTORS		422.29
		AMOS SEPTIC SERVICE INC	LIFT STATION PUMPOUTS		1,280.00
			LIFT STATION PUMPOUTS		1,035.00
			LIFT STATION PUMPOUTS		240.00
		EZARD'S ACE HARDWARE	WD 40		24.95
			ECHO POWER EQUIPMENT/LABOR		89.23
			GRASS SEED		5.99
			LITHIUM BATTERIES		8.58
			WD-40, ALKL BATTERIES		16.27
			CABLE TIES, EYE BOLTS, FAS		68.32
			HARDWARE		6.40
		RP LUMBER INC	5/16' PROOF COIL CHAIN		359.97
		FLEET ONE	SEWER FUEL		883.09
			SEWER FUEL		88.95
		TALLMAN COMPANY	PVC, PRIMER, GLUE		261.07
			BRONZE BUSHING		3.90
		MUNICIPAL EQUIPMENT CO	PROFILE GASKETS		805.00
			RELAYS		644.06
		O'REILLY AUTOMOTIVE STORES INC	VELCRO TAPE, TIE DOWN		23.98
		CONSOLIDATED ELECTRICAL DISTR, INC	PVC, 2P-120/240V-80A CB, C		202.17
			PVC, TAPE, SEAL, SPRNG NUT		340.00
			RIG/RIG XPRF SEALS		169.53
			GALV NIPPLES		28.08
			1/2 CORR FIXT W/GLB, COND		55.05
			1/2 NM COND 10FT		6.55
			SCREWDRIVER		7.82
		POSTMASTER	UTILITY BILL MAILING		330.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S		75.08
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION		32,155.08
			TREATMENT PLANT EXPANSION		1,957.00
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES		3.00
		CHALFANT & TOMPKINS	RESEARCH DEED RECORDS		175.00
		DAM STEEL SUPPLY	1 1/4" PIPE SCHEDULE 40		29.40
		DELL MARKETING LP	SCADA		948.31
		HD SUPPLY WATERWORKS LTD	BRASS NIPPLES		253.00
			PVC, ADPS, COUPLINGS		362.64
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #67		41.95
			OIL CHG #50		41.95
		GILMORE & BELL	REBATE CALC 2005		151.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000029	
		SYSTEMS MANUFACTURING INC	INTOUGH UPGRADE	1,356.00
		MIDWEST PUBLIC RISK OF MISSOURI	SEWER DEPT WC 7/1/10-6/30/	68.15
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	46.89
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	46.89
			SEWER DEPT FLOOR MATS	6.45
		SHAFER, KLINE & WARREN INC	PUMP STATION IMP	5,199.05
			TOTAL:	50,858.86
NON-DEPARTMENTAL	Ambulance Fund	TEK COLLECT	COLLECTION FEES	332.00
			TOTAL:	332.00
Ambulance	Ambulance Fund	MO DIV EMP SECURITY	EMP SECURITY BENEFITS	375.54
		FLEET ONE	AMB FUEL	80.75
			AMB FUEL	145.62
		ALLMED	UNIFORM PANTS	100.72
		MIDWEST PUBLIC RISK OF MISSOURI	AMB DEPT WC 7/1/10-6/30/11	119.28
		KING, DR ROBERT D	MEDICAL DIRECTOR SERVICES	1,000.00
		STAPLES ADVANTAGE	PAPER, TONER	70.58
		PMI SUPPLY, INC	MEDICAL SUPPLIES	1,178.46
			TOTAL:	3,070.95
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	3,114.49
			TOTAL:	3,114.49
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE CO	FLAT REPAIR	36.33
		FLEET ONE	LCF FUEL	70.84
		GB MAINTENANCE SUPPLY	TOWELS, TIME SCENT AIR FRE	128.92
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	15.50
		O'REILLY AUTOMOTIVE STORES INC	BRAKE FLUID, 5 GAL TRACTOR	96.47
			BATTERY, ZINC TERM, PROTEC	105.00
		BILLS TREE AND CRANE SERVICE	CHANGE LIGHT BULBS	200.00
		PREFERRED AUTO RENTAL	COURTESY CAR	90.00
		LOWE'S	TONE GENERATOR & PROBE KIT	65.55
			COND, COUPLING, TIES, CEMEN	20.67
		MIDWEST PUBLIC RISK OF MISSOURI	LCF AIRPORT WC 7/1/10-6/30	45.74
			TOTAL:	875.02
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	2.16
			TOTAL:	2.16
Grand Glaize Airport	Grand Glaize Airpo	EZARD'S ACE HARDWARE	LOPPER, SAW BOW TRIMMER	43.98
		FLEET ONE	GG FUEL	74.67
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	45.50
		MIDWEST PUBLIC RISK OF MISSOURI	GG AIRPORT WC 7/1/10-6/30/	45.74
			TOTAL:	209.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000030	AMOUNT
------------	------	-------------	-------------	--------	--------

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

10	General Fund	29,757.64
20	Transportation	10,150.97
30	Water Fund	11,580.08
35	Sewer Fund	50,858.86
40	Ambulance Fund	3,402.95
45	Lee C. Fine Airport Fund	3,989.51
47	Grand Glaize Airport Fund	212.05

	GRAND TOTAL:	109,952.06

TOTAL PAGES: 6

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



000031
 Planning Dept.: _____
 Sewer Dept.: _____
 License #: _____

✓ 97
 636-675-1024
 636-675-262

LIQUOR LICENSE APPLICATION

Date of Application: 10/13/11 Date Application Received: 10-13-11

Trade Name of Establishment: CROWN PETROLEUM LLC

Mailing Address: 4791 OSAGE PARKWAY OSAGE MO 65065

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

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

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

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

All renewal applications must be received by May 1st.

BILL NO. 11-55

ORDINANCE NO. 11.55

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 135.070 OF THE OSAGE BEACH CODE OF ORDINANCES AND ENACTING NEW SECTION 135.070 DETAILING THE FORMAL CONTRACT PROCEDURE

WHEREAS, the formal contract procedure is applicable to the purchase of goods and services where the cost thereof exceeds \$5,000.00; and,

WHEREAS, the needs of the city require the responsible city official have the ability to make one time purchases under \$5,000.00 promptly from a sole source or after an informal procedure to determine a reasonable price:

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

Section 1. Section 135.070 of the Osage Beach Code of Ordinances is hereby repealed in its entirety and new Section 135.070 is hereby enacted in place to read as follows:

SECTION 135.070: FORMAL CONTRACT PROCEDURE

A. All supplies, equipment and contractual services, except as otherwise provided in this Article, when the estimated cost thereof shall exceed five thousand dollars (\$5,000.00) shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids. All sales of personal property which have become obsolete and unusable, when the estimated value shall exceed five thousand dollars (\$5,000.00) shall be sold by formal written contract to the highest responsible bidder, after due notice inviting bids, provided however, in the case of items of personal property that can be utilized as a trade in for new property, formal bidding requirements for the disposal of said property shall not be required so long as the bidding requirements for the item of personal property being acquired are followed.

B. The notice required by Subsection (A) shall be given as follows:

1. Notice inviting bids shall be published once in at least one (1) newspaper of the City and at least five (5) days preceding the last day set for the receipt of bids. The newspaper notice required herein shall include a general description of the articles to be purchased or sold, shall state where bid forms and specifications may be secured, and the time, date and place for opening bids.

2. The City Clerk shall also solicit sealed bids from all responsible prospective suppliers who have requested their names be added to a "bidders' list" which the Clerk shall maintain, by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitations sent to the vendors on the bidders' list shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

3. The City Clerk shall also advertise all pending purchases or sales by a notice posted on the public bulletin board in the City Hall.

4. The City Clerk shall also solicit sealed bids by:
a. Direct mail request to prospective vendors, or

b. By telephone, as may seem to the City Clerk to be in the best interest of the City.

C. For one time purchases under \$5,000.00 the City Administrator shall have the power to order such one-time purchase of goods or services needed by the city and reasonably obtainable from only a single source, or whenever possible the City Administrator shall follow the process set forth in Section 135.120(B).

Section 2. Severability.

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

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

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

Section 4. That this Ordinance shall be in full force and effect from date of passage.

READ FIRST TIME: 10/6/11 READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.55 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 11.55.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

BILL NO. 11-56

ORDINANCE NO. 11.56

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 110.230 OF THE OSAGE BEACH CODE OF ORDINANCES AND ENACTING IN LIEU THEREOF ONE NEW SECTION 110.230 TO PROVIDE THE CITY ADMINISTRATOR AND DEPARTMENT HEADS WITH SPECIFIC AUTHORITY TO PLACE MATTERS BEFORE THE BOARD OF ALDERMEN FOR THEIR CONSIDERATION.

WHEREAS, the Board of Aldermen finds that it is the best interest of the efficient administration of the city that matters requiring their attention be brought forward by the City Administrator and the heads of the various city departments:

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

Section 1. Section 110.230 be and is hereby repealed.

Section 2. The following Section 11.230 is hereby enacted;

SECTION 110.230: ORDINANCES, RESOLUTIONS, ETC. – GENERALLY

- A. All ordinances and resolutions shall be introduced either by members of the Board of Aldermen in written form with the name of the Alderman introducing the same endorsed thereon, the City Administrator or the department heads with the approval of the City Administrator. All proposed ordinances shall be prepared by the City Attorney or bear his/her certification that they are in correct form. A copy thereof shall be sent to each member of the Board of Aldermen in advance of the meeting, to which copy shall be attached a brief resume of the bill together with the reasons for the introduction thereof (as prepared by the proponent thereof), and if any amendment of an existing ordinance is proposed, the nature of the change sought to be made. Failure to follow this procedure shall not invalidate any ordinance or resolution adopted by the Board of Aldermen.
- B. Any bill shall be subject to amendment until the vote upon final passage.

Section 3. Severability.

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

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding,

right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from date of passage.

READ FIRST TIME: 10/6/11 :READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.56 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 11.56.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 24, 2011

Submitted By: City Planner

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill No. 11-59 – To increase the application fee for requests to be reviewed by the Board of Zoning Adjustment from \$200.00 to \$330.00.

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

The City of Osage Beach and applicants bringing proposals to the Board of Adjustment.

Why is Board Action Required?

Board action is required to pass an ordinance.

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

Request first reading of Bill No. 11-59.

Are there any deadlines associated with this action?

No

Comments and Recommendation of Department:

This increase is in order for the City to cover the cost of an increase in the appearance fee for the court reporter which is now \$250.00 per meeting. The additional \$80.00 is the normal cost of the state required advertising of the request in the local paper.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Planner.

BILL NO. 11-59

ORDINANCE NO. 11.59

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 405.705.2. INCREASING FEES FOR VARIANCE APPLICATIONS

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

Section 1. That Section 405.705.2 of the Osage Beach Code of Ordinances be amended so that such section shall read as follows:

Section 405.705 2.

A fee of ~~two hundred dollars (\$200)~~ three hundred thirty dollars (\$330) shall be paid to the City for each application to cover advertising and administrative costs. The application shall contain or be accompanied by such legal descriptions, maps, plans and other information so as to completely describe the proposed use and existing conditions.

Section 2. Severability.

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

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

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

Section 4. The Mayor of the City of Osage Beach is hereby authorized to take all actions which may be necessary to fully enact this Ordinance.

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.59 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 11.59.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 26, 2011
Submitted By: City Administrator
Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-60 – Amending the 2011 Budget to include a 3% cost of living adjustment for all full time city employees employed as of January 1, 2011.

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

City of Osage Beach, employees

Why is Board Action Required?

Board action required to amend budget.

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

Motion to approve first and second readings of Bill 11-60.

Are there any deadlines associated with this action?

No

City Administrator Comments and Recommendation:

At the 3rd Quarter Budget Review, staff was directed to amend the budget to include a 3% cost of living adjustment for full-time city employees employed as of January 1, 2011.

The total cost to the city (all funds) is \$135,533.08 which includes 6% pension and 7.65% FICA. However, the 6% pension portion (\$7,155.29) will be taken from the 401 forfeiture account and will not negatively impact the budget.

Request first and second readings of Bill 11-60 approving this budget amendment.

BILL NO. 11-60

ORDINANCE NO. 11.60

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 10.75 ADOPTING THE ANNUAL 2011 BUDGET TO PROVIDE A ONE - TIME ONLY THREE PERCENT (3%) COST OF LIVING ADJUSTMENT FOR FULL-TIME CITY EMPLOYEES EMPLOYED AS OF JANUARY 1, 2011

WHEREAS, due to the uncertain economic picture in 2010 and the desire of the Board of Aldermen to keep the city solvent and avoid layoffs, the Board determined to freeze salaries for all city employees at 2010 levels in the 2011 budget; and,

WHEREAS, Section 67.040 of the Revised Statutes of Missouri requires that a change in an adopted budget be made in a formal proceeding and recite the facts and reasons of such change; and,

WHEREAS, the Board at the 3rd quarter budget review meeting, after reviewing the revenues and expenditures, determined that funds were available for this adjustment, directed staff to prepare an ordinance for a three percent (3%) one-time cost of living adjustment for full-time city employees employed as of January 1, 2011.

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

Section 1. The annual budget of the City of Osage Beach adopted by Ordinance 10.75 on December 16, 2010 be and is hereby amended to provide for a one-time three percent (3%) cost of living adjustment for full-time city employees employed as of January 1, 2011, to be paid on the employee's anniversary date with the city or at the next pay date if that anniversary date has already occurred during the year 2011 and that the following increases are made to provide for the funds of this expense:

	Original Budget	3% COLA + FICA and Pension	Amended Budget
General Fund	\$ 6,144,669	+\$97,384	\$ 6,242,053
Transportation Fund	\$ 6,108,415	+\$ 9,747	\$ 6,118,162
Combined Water/Sewer Fund	\$10,670,077	+\$15,892	\$10,685,969
Ambulance Fund	\$ 496,782	+\$ 5,802	\$ 502,584
Lee C. Fine Airport Fund	\$ 874,468	+\$ 3,851	\$ 878,319
Grand Glaize Airport Fund	\$ 412,449	+\$ 2,857	\$ 415,306

Although the 6% pension payments (totaling \$7,155.29) are included above, those funds will be deducted from the 401 forfeiture account and a coordinating revenue line item shown on the budget, therefore, this amount will not negatively impact the budget.

Section 2. In all other respects, the 2011 Annual Budgeted adopted by Ordinance 10.75 shall remain in full force and effect.

Section 3. That this Ordinance shall be in full force and effect from date of passage and signature by the Mayor.

READ FIRST TIME: _____:READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.60 was duly passed on _____,
2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 11.60.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 17, 2011

Submitted By: City Engineer

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-61 - Request to amend the 2011 Budget by allocating additional funds to 30-00-773182 MoDOT Mandated Project

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

City Staff

Why is Board Action Required?

Amending Budget

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

Request first and second readings of Bill 11-61.

Are there any deadlines associated with this action?

This item allocates the necessary funds for the expenditures needed.

Comments and Recommendation of Department:

Line item 30-00-773182 is over budget. The emergency repairs that were needed for the water line repair near the Southern City Limits made this item go over budget. We are working on getting the funds refunded to the City, but since we have not received them as yet we would like to allocate an additional \$22,932 to line item 30-00-773182. The funds can come from the Depreciation and Replace Reserve Account.

The Engineering Department recommends approval of this ordinance. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 11-61

ORDINANCE NO. 11.61

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 10.75 ADOPTING THE 2011 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2011 Annual Budget adopted as Ordinance 10.75 is hereby amended by transferring \$22,932 from Repair and Replacement to line item 30-00-773182 designated as MoDOT Mandated Project increasing line item 30-00-773182 from \$284,532 to \$307,464.

Section 2. In all other respects the 2011 Annual Budget adopted in Ordinance No. 10.75 shall remain in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

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

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 10.75.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 18, 2011

Submitted By: Chief of Police

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-62 – Authorizing Mayor Lyons to sign a Communications System Agreement between the City and the Osage Beach and Lake Ozark Fire Protection Districts.

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

Citizens and visitors within the two fire protection districts.

Why is Board Action Required?

Board approval required to enter into agreements.

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

Motion to approve first and second readings of Bill 11-62 authorizing Mayor Lyons to sign the Communications Systems Agreement for both Osage Beach and Lake Ozark Fire Protection Districts.

Are there any deadlines associated with this action?

The current contract expires December 31, 2011.

Comments and Recommendation of Department:

The Police Department has provided dispatch services for both fire departments for several years. In 2009 the contract was redrawn with an option to increase the base fee by an amount not to exceed 5% per year. We did exercise this right in 2010 and 2011.

This contract raises the 2012 fees by 2.5% and leaves the option of up to a 5% increase for the remaining year of the contract.

The base fee for each department will be \$19,493.00 with additional sum of \$10.00 per each call for service that will be billed monthly.

If approved, I will present it to each district for their consideration.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Police Chief.

BILL NO. 11-62

ORDINANCE NO.11.62

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A COMMUNICATIONS SYSTEMS AGREEMENT WITH THE OSAGE BEACH AND LAKE OZARK FIRE PROTECTION DISTRICTS.

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

Section 1. That the Mayor is hereby authorized and directed to execute a communications systems agreement with the Osage Beach and Lake Ozark Fire Protection Districts to provide dispatch services.

Section 2. A copy of said agreement is attached as Exhibit "A" and made a part hereof as if fully set forth herein.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2011.

I hereby certify that the above Ordinance No. 11.62 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____

Abstentions _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 11.62.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

COMMUNICATION SYSTEM AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2011, by and between the City of Osage Beach, Missouri, a Municipal Corporation, hereinafter referred to as "City" and the Osage Beach Fire Protection District, hereinafter referred to as "District" and collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties are political subdivisions of the State of Missouri, as defined by the State Statutes; and

WHEREAS, the District is desirous of contracting with the City for the City to provide public safety communication services to the District and the District to pay compensation to the City for said services. For the purposes of this Agreement, Public Safety Communications Services shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of the district and the transmittal of information regarding those emergencies to district personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, the Parties covenant and agree as follows:

1. CONSULTATION The Chief of Police for the City, the Fire Chief for the District and the supervisor for the City Communications shall meet at least

monthly to discuss items of mutual concern. Items of mutual concern should include, but are not limited to:

- A. The City's and District's current and future communications needs.
- B. Review and recommend changes to policies and procedures of the daily operations of the communication system for fire emergencies.
- C. Review and recommend equipment upgrades or modifications to better serve the needs of the City and the District.
- D. Review the District's call load and other services rendered pursuant to Section 6 (B) of this agreement

2. EMPLOYEES. All persons operating the Communication System shall be employees and/or contractors of the City and be under the direct regulation and control of the City, and its personnel policies and procedures at all times.

3. EQUIPMENT. The City shall endeavor at all times to maintain all equipment, whether owned, leased or otherwise obtained, in good working order and suitable to meet the joint needs of the City and the District.

4. POINT OF ENTRY DIRECT LINE. The City shall, under normal circumstances, provide all necessary District communications to the point of entry to a direct line leased by the District from Southwestern Bell Telephone Company which shall be connected to the District's transmitting equipment. The City shall take no responsibility for maintenance or repair of equipment beyond the point of entry to the leased line of the District. In the event of an emergency

(equipment breakdown, power failure, damage to equipment, etc.), the Parties herein agree to make available to each other any necessary equipment in their possession to maintain communications for both Parties.

5. SERVICES. The parties hereby agree that the City shall provide public safety communication and dispatch services to the District. For the purposes of this Agreement, Public Safety Communications Services shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside the district and the transmittal of information regarding those emergencies to district personnel.

6. COMPENSATION. Compensation to the City by the District for the providing of the herein described Communication System shall be paid as follows:

a. Base compensation payable to the City of Osage Beach shall be Nineteen Thousand Four Hundred Ninety Three (\$19,493.00) for the calendar year 2012, and is due and payable on the 31st day of January each year during the term of this agreement.

b. An additional sum of Ten Dollars (\$10.00) per call for services provided to the District, which amount shall be billed monthly by the City on the 10th of the month following the month for which the services were rendered and shall be due and payable no later than the 20th of the month following the month for which services were rendered. For the purposes of this Agreement, a call for service shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of district and the transmittal of information regarding those emergencies to district personnel.

c. The base compensation amount of Nineteen Thousand Four Hundred Ninety Three (\$19,493.00) shall be reviewed annually and will be adjusted based upon the cost of providing the services to the District. Provided however, said adjustment shall not exceed a

five (5%) percent increase or decrease. The Ten Dollars (\$10.00) per call amount shall be constant through the term of this Agreement.

d. The City assumes all responsibility and expense for the providing of necessary equipment, equipment replacement, equipment upgrades, utility costs and other incidental expenses, not covered elsewhere in this agreement and deemed necessary in the sole judgment of the City for proper operation of the Communication System.

7. OTHER GOVERNMENTAL UNITS. It is understood and acknowledged by and between the parties hereto that at the sole discretion of the City, City may provide communication services to other governmental units under agreements similar to the within Agreement.

8. TERMINATION. Either Party may terminate this agreement by giving one hundred twenty (120) days prior written notice to the other party. Notice shall be delivered to the other party and to the Chairman of the Advisory Committee.

9. TERM. This agreement shall be in full force and effect upon its execution by the authorized representatives of the parties and shall expire on December 31, 2013, unless cancelled by either party under the provisions of paragraph 8 of this Agreement. It is acknowledged and understood that the compensation to be paid by District to City may be adjusted annually as set forth in paragraph 6 of this Agreement.

10. INDEMNIFICATION District shall indemnify and hold the City harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services.

11. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

City of Osage Beach

Attest:

By: _____
Mayor

City Clerk

Approved as to form

Edward Rucker, City Attorney

_____ District

Attest:

By: _____

Secretary

Submission Date: October 18, 2011
Submitted By: City Clerk
Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-63. Establishing and Providing for the Election Procedure to be followed for the General Municipal Election to be held on April 3, 2012.

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

The City, candidates for office

Why is Board Action Required?

Only the Board has the authority to enact ordinances.

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

Move to approve the first and second readings of Bill 11-63.

Are there any deadlines associated with this action?

Yes. Candidate filing begins December 13, 2011.

Comments and Recommendation of Department:

The Missouri Comprehensive Election Act of 1977 requires an Ordinance to be adopted establishing the procedures to be followed for the General Municipal Election. Staff recommends approval of the first and second readings of Bill 11-63.

City Administrator Comments and Recommendation:

Concur with the City Clerk's recommendation.

BILL NO. 11-63

ORDINANCE NO. 11.63

AN ORDINANCE AUTHORIZING, ESTABLISHING AND PROVIDING FOR THE ELECTION PROCEDURE TO BE FOLLOWED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD APRIL 3, 2012 IN THE CITY OF OSAGE BEACH, MISSOURI.

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

Section 1. That pursuant to the provisions of the Missouri Comprehensive Election Act of 1977, Chapter 115 RSMo, the City of Osage Beach will hold its General Municipal Election on the 3rd day of April, 2012 for the following offices:

<u>OFFICE</u>	<u>TERM</u>
Mayor	Two Year Term
Alderman from Ward I	Two Year Term
Alderman from Ward II	Two Year Term
Alderman from Ward III	Two Year Term
City Collector	Two Year Term

Section 2. That the dates for filing for the above offices shall commence on December 13, 2011. Candidates must file a Declaration of Candidacy with the City Clerk, 1000 City Parkway, Osage Beach, beginning at 8:00 a.m. on Tuesday, December 13, 2011 and continuing during regular business hours between 8:30 a.m. and 5:00 p.m. Monday through Friday, until Tuesday, January 17, 2012 when the hours of filing shall be 8:00 a.m. until 5:00 p.m. City Hall will be closed on December 26, 2011; January 2, 2012 and January 16, 2012, therefore, no filings will be accepted on those dates.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.63 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 11.63.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 28, 2011

Submitted By: City Attorney

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-64 – This is for the Dierbergs/Osage Beach Transportation Development Agreement which was contemplated when the Board adopted the Dierbergs/Osage Beach Tax Increment Financing Plan. In the Dierbergs TIF Agreement the City agreed to cooperate in the Transportation Development District (TDD) formation and in operation of the TDD. The TDD will impose a sales tax on the Dierbergs project site of up to one per cent (1%) to fund eligible transportation projects.

This agreement will fund various transportation improvements; specifically:

- (a) improvements along a portion of Osage Beach Parkway to provide for a deceleration lane, acceleration lane, and right-in, right-out ingress and egress to the District;
- (b) a new intersection at Osage Beach Parkway and Links Road;
- (c) traffic channeling islands;
- (d) retaining walls and guard rails;
- (e) improvements for a signalized intersection along a portion of Osage Beach Parkway and the main driveway;
- (f) improvements of Links and Zebra Roads for right-in, right-out ingress and egress;
- (g) construction of main driveway, perimeter roads, drive aisles and service drives;
- (h) various curb cuts, road and landscape improvements.

This Transportation Development District Agreement contains the TIF Agreement limitation that the Developer may be reimbursed from TDD revenues in the maximum amount of \$3,500,000, plus interest and financing costs. The anticipated cost of the TDD eligible projects is \$3,900,000 which will necessitate a \$400,000 contribution from the developer. No City money will be spent on any TTD obligations. The City will permanently have two representatives on the TDD board of directors.

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

Citizens, visitors, Dierbergs/Osage Beach LLC., local traffic and local residents using Links and Zebra roads.

Why is Board Action Required?

Action is required to approve a Transportation Development District Agreement.

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

Request first reading of Bill 11-64.

Are there any deadlines associated with this action?

No. There are procedural timelines associated with the timing of the Dierbergs construction project and with the petition to create the district. The petition may require notices and publication. No deadline exists which binds this Board at this time, but construction in a timely manner will be facilitated by the final adoption of Bill 11-64 on November 17, 2011.

Comments and Recommendation of Department:

The City Attorney recommends first reading approval of the Dierbergs/Osage Beach Transportation Development Agreement as the next step in the Dierbergs project at Lakeview Pointe (previously High Pointe Shopping Center).

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 11-64

ORDINANCE NO. 11-64

AN ORDINANCE APPROVING THE TRANSPORTATION DEVELOPMENT AGREEMENT AMONG THE CITY OF OSAGE BEACH, MISSOURI, DIERBERGS OSAGE BEACH, LLC, AND THE DIERBERGS OSAGE BEACH TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, on March 17, 2011, the Board of Aldermen approved the Amended Dierbergs Osage Beach Tax Increment Financing Redevelopment Plan and Project (the “**Redevelopment Plan**”) through the adoption of Ordinance No. 11.13; and

WHEREAS, on April 21, 2011, the City and Dierbergs Osage Beach, LLC (the “**Developer**”) entered into the Tax Increment Financing Redevelopment Agreement (the “**Redevelopment Agreement**”) to implement the Redevelopment Plan; and

WHEREAS, Section 6.10 of the Redevelopment Agreement provides that Developer may seek to form a transportation development district (the “**TDD**”), and the City and Developer agree to jointly cooperate and participate in the TDD formation process and in the operation of the TDD; and

WHEREAS, Section 16 of Article VI of the Missouri Constitution allows and provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000), as amended, allow and provide, in pertinent part, for municipalities and political subdivisions of the State of Missouri to contract and cooperate with any other municipality, political subdivision or private person or entity for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Transportation Development Agreement, attached as **Exhibit A** hereto and incorporated herein by reference, will facilitate the formation and operation of the TDD as set forth in the Redevelopment Agreement and will assist in the implementation of the Redevelopment Plan and funding the improvements as described in the Redevelopment Plan.

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

SECTION 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized and directed to execute on behalf of the City, the Transportation Development District Agreement, which shall be substantially in the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Mayor or her designated representatives, and as may be consistent with the intent of this Ordinance and the attached agreement.

SECTION 2. The Mayor of the City or her designated representatives are hereby authorized and directed to take any and all actions necessary to assist in the formation and operation of the TDD and to execute and deliver for and on behalf of the City any and all court pleadings, answers, exhibits, motions, orders and other court filings, and all certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further

action of the Board of Aldermen necessary to authorize such action by the Mayor or her designated representatives.

SECTION 3. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 11.64 was duly passed on November ____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____
Abstaining _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance 11.64.

Penny Lyons, Mayor

Date
ATTEST:

Diann Warner, City Clerk

000061

EXHIBIT A

TRANSPORTATION DEVELOPMENT AGREEMENT

TRANSPORTATION DEVELOPMENT AGREEMENT

Among the

CITY OF OSAGE BEACH, MISSOURI

and

DIERBERGS OSAGE BEACH, LLC

and

**DIERBERGS OSAGE BEACH TRANSPORTATION
DEVELOPMENT DISTRICT**

Dated as of _____, 2011

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS.....	3
Section 1.1	Definitions.....	3
Section 1.2	Rules of Interpretation	8
Section 1.3	Recitals.....	8
ARTICLE II	REPRESENTATIONS AND WARRANTIES.....	8
Section 2.1	Representations and Warranties of the City.....	8
Section 2.2	Representations and Warranties of the Developer.....	8
Section 2.3	Representations and Warranties of the District	9
ARTICLE III	Developer to Construct Transportation Project; Pay Certain Costs Related to Transportation Project	10
Section 3.1	Construction of the Transportation Project and the Development.....	10
Section 3.2	Developer to Pay Costs of Transportation Project.....	10
Section 3.3	Environmental Prerequisites	10
Section 3.4	Construction Plans for the Transportation Project.....	10
Section 3.5	Governmental Approvals	11
Section 3.6	Construction Management.....	11
Section 3.7	Construction Schedule for Transportation Project.....	11
Section 3.8	Construction Contracts; Insurance for Transportation Project	11
Section 3.9	Transportation Project Scope; Modifications	12
Section 3.10	Inspection.....	12
Section 3.11	Progress Reports to the City	12
Section 3.12	Certificate of Substantial Completion.....	13
Section 3.13	Dedication and Maintenance of Transportation Project	13
Section 3.14	Regulation of the Transportation Project.....	14
ARTICLE IV	TRANSPORTATION DEVELOPMENT DISTRICT	14
Section 4.1	Petition to Create the District.....	14
Section 4.2	District Boundaries	14
Section 4.3	District's Board of Directors	14
Section 4.4	TDD Sales Tax.....	15
Section 4.5	Repeal of the TDD Sales Tax	15
Section 4.6	District to Engage the Administrator	15
Section 4.7	Access to Sales Tax Records	15
Section 4.8	TDD Administrative Costs	15
Section 4.9	Payment of City's Fees and Expenses.....	16
Section 4.10	Segregation and Investment of TDD Revenues.....	16
Section 4.11	No Other Funding Mechanisms	16
Section 4.12	Developer's Covenants Related to the District	16
Section 4.13	City's Covenants Related to the District	17
Section 4.14	No Additional Transportation Projects	17
ARTICLE V	Reimbursement of Transportation Project Costs	18
Section 5.1	District to Pay Reimbursable Transportation Project Costs	18

Section 5.2	Certificate of Reimbursable Transportation Project Costs; Right to Substitute.....	18
Section 5.3	Substitution among Budget Categories.....	18
Section 5.4	District's Obligations Limited to TDD Obligations.....	18
ARTICLE VI	TRANSPORTATION PROJECT FINANCING.....	18
Section 6.1	Issuance of TDD Obligations as Special, Limited Obligations.....	18
Section 6.2	Issuance of TDD Notes; Terms.....	19
Section 6.3	Conditions Precedent to Issuance of TDD Notes.....	19
Section 6.4	Procedures for Issuance of TDD Notes.....	19
Section 6.5	Issuance of TDD Bonds; Terms.....	19
Section 6.6	Conditions Precedent to Issuance of TDD Bonds.....	20
Section 6.7	Cooperation in the Issuance of TDD Obligations.....	20
Section 6.8	Pledge of TDD Revenues.....	21
Section 6.9	Covenant to Appropriate TDD Revenues.....	21
Section 6.10	District's Obligations Limited to TDD Obligations and TDD Revenues.....	21
Section 6.11	City's Obligations.....	21
ARTICLE VII	GENERAL PROVISIONS.....	21
Section 7.1	Developer's Right of Termination.....	21
Section 7.2	City's Right of Termination.....	21
Section 7.3	Successors and Assigns.....	21
Section 7.4	Remedies.....	22
Section 7.5	Force Majeure and Other Extensions of Time for Performance.....	22
Section 7.6	Notices.....	23
Section 7.7	Choice of Law.....	24
Section 7.8	Entire Agreement; Amendment.....	24
Section 7.9	Counterparts.....	24
Section 7.10	Severability.....	24
Section 7.11	Limited Recourse; Representatives Not Personally Liable.....	24
Section 7.12	Mutual Assistance.....	24
Section 7.13	Mutual Release.....	24
Section 7.14	Attorneys' Fees.....	25
Section 7.15	Authorization and Capacity.....	25
Section 7.16	Federal Work Authorization Program.....	25
Exhibit A	Legal Description of Property.....	29
Exhibit B	Boundaries of the District.....	30
Exhibit C	Form of Petition.....	31
Exhibit D	Form of Certificate of Reimbursable Transportation Project Costs.....	32
Exhibit E	Form of Certificate of Substantial Completion.....	35
Exhibit F	Schedule of Reimbursable Transportation Project Costs.....	39
Exhibit G	Concept Site Plan.....	40
Exhibit H	Form of District's Bidding and Contracting Guidelines.....	41

TRANSPORTATION DEVELOPMENT AGREEMENT

THIS TRANSPORTATION DEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of the ___ day of _____, 2011, among the **CITY OF OSAGE BEACH, MISSOURI**, a city of the fourth class organized and existing under the laws of the State of Missouri (the "*City*"), **DIERBERGS OSAGE BEACH, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the "*Developer*"), and, upon its creation and ratification of this Agreement, the **DIERBERGS OSAGE BEACH TRANSPORTATION DEVELOPMENT DISTRICT** (the "*District*").

RECITALS

A. The Developer desires to construct a commercial real estate development to be known as Dierbergs Lakeview Pointe Shopping Center, consisting of a grocery store of approximately 77,500 square feet and additional commercial retail shops, stores, services and restaurants of approximately 45,500 to 65,300 square feet, along with other buildings, landscaping, parking spaces, internal vehicle and pedestrian roads and paths, signage and other improvements, generally located on the northeast side of U.S. Highway 54 between Links Road and Zebra Road in the City (the "*Development*") and, in furtherance thereof, the Developer owns approximately 14.47 acres of property within the City limits, which property is legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the "*Property*").

B. On September 29, 2010, the Developer submitted an application for a proposed tax increment financing plan (the "*Redevelopment Plan*") for the Property pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the "*TIF Act*").

C. After due consideration of the recommendations of the Osage Beach Tax Increment Financing Commission ("*TIF Commission*") and making each of the findings required by Section 99.810 of the TIF Act, the City's board of Alderman adopted Ordinance No. 10.81 on December 16, 2010, which approved the Redevelopment Plan.

D. After due consideration of the TIF Commission's recommendations and making required findings under the TIF Act, the Board of Aldermen adopted Ordinance No. 11.13 on March 17, 2011 which approved certain amendments to the Redevelopment Plan.

E. On April 7, 2011, the Board adopted Ordinance No. 11.19, approving the Tax Increment Financing Redevelopment Agreement ("*Redevelopment Agreement*") and authorizing the City to execute and enter into the Redevelopment Agreement.

F. In connection with the Redevelopment Plan, roadway and infrastructure improvements must be constructed, specifically: (a) improvements along a portion of U.S. Highway 54 that is adjacent to a portion of the boundaries of the District to provide for a deceleration lane, acceleration lane, and right-in, right-out ingress and egress to the District; (b) improvements to provide for the reconfiguration of the intersection at U.S. Highway 54 and Links Road; (c) reinstallation of traffic channeling islands on a portion of U.S. Highway 54 that is adjacent to a portion of the boundaries of the District; (d) installation of retaining walls and guard rails within and adjacent to the boundaries of the District; (e) improvements to allow for a signalized intersection along a portion of U.S. Highway 54 that is adjacent to a portion of the boundaries of the District and the main driveway within the District; (f) improvements along portions of Links Road and Zebra Road that are adjacent to a portion of the boundaries of the District to provide for right-in, right-out ingress and egress to the District; (g) construction of main driveway, perimeter

roads, drive aisles and service drives providing access to the buildings and parking areas located within the District; (h) construction of related curb cuts, road and landscape improvements within and adjacent to the boundaries of the District along the main driveway, perimeter roads, Links Road, Zebra Road and U.S. Highway 54; (i) acquisition of real property and rights-of-way in connection with the above items; (j) accompanying grading, drainage, pavement, curb, gutter, sidewalk, storm-water facilities, retaining walls, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with the above items; and (k) related engineering, design, maintenance, legal and lending fees and expenses in connection with the above items (collectively, (a) through (k) are referred to as the “*Transportation Project*”).

G. The Developer, as owner of the Property, intends to file a Petition in substantially the form of **Exhibit C** and incorporated herein by reference, for the creation of the District (the “*Petition*”) with the Circuit Court of Camden County, Missouri (the “*Court*”) pursuant to the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the “*TDD Act*”). Creation of the District will facilitate the construction and implementation of the Transportation Project. The boundaries of which District shall include the Property. An illustration of the boundaries of the District is set forth as **Exhibit B** and incorporated herein by reference.

H. The Petition will seek to create the District as a political subdivision pursuant to and in accordance with the TDD Act and will identify the City as a “local transportation authority” within the meaning of Sections 238.202.1(4) and 238.207.4(2) of the TDD Act.

I. The Petition will provide that the District be established for the sole purpose of funding the Transportation Project, solely through the imposition of a transportation development district sales tax (the “*TDD Sales Tax*”), and that the District be established subject to the terms of this Agreement.

J. Pursuant to Section 238.235 of the TDD Act and the Redevelopment Agreement, the District will adopt a resolution imposing the TDD Sales Tax at a rate of one percent (1%), which TDD Sales Tax will become effective following the approval of the TDD Sales Tax by the qualified voters of the District at an election held in accordance with Section 238.216 of the TDD Act.

K. Subject to the terms of this Agreement, the Developer shall construct and pay all Transportation Project Costs (as defined in this Agreement) associated with the Transportation Project, including without limitation TDD Administrative Costs (as defined in this Agreement) incurred prior to delivery of the Certificate of Substantial Completion (as defined in this Agreement), subject to reimbursement of Reimbursable Transportation Project Costs (as defined in this Agreement) by the District upon its issuance of TDD Obligations (as defined in this Agreement) to finance all or a portion of the Transportation Project.

L. Pursuant to this Agreement, the District will cause TDD Revenues (as defined in this Agreement) to be transferred to the Trustee (as defined in this Agreement) to be used to pay TDD Administrative Costs and debt service on the TDD Obligations issued to finance the Transportation Project, and to dedicate, or cause the Developer to dedicate, such portions of Transportation Project to the Missouri Highways and Transportation Commission (the “*Commission*”), the City, or the applicable local transportation authority.

M. Once the District is created, it is anticipated that the District and the Commission will enter into a Missouri Highways and Transportation Commission Transportation Development District Cooperative Agreement (the “*Commission Agreement*”), pursuant to which the District will agree to undertake the State Transportation Project (as defined in this Agreement) that may be dedicated to the

Commission upon completion and, to the extent that the Commission agrees to take dedication of such State Transportation Project, the Commission will review plans and specifications pertaining to such State Transportation Project.

N. Pursuant to this Agreement, the District will undertake the City Transportation Project (as defined in this Agreement), which will be dedicated to the City upon completion (subject to the terms of this Agreement).

O. The City has determined that the Transportation Project is essential to the economic and social welfare of the City and that the Transportation Project will promote the economic vitality of the community by assuring opportunities for development and sound and stable commercial growth.

P. On _____, the City's board of alderman adopted Ordinance No. _____ authorizing the City to enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Transportation Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

"Bond Counsel" means Thompson Coburn, or an attorney at law or a firm of attorneys acceptable to the District and the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Resolution" means the resolution(s) to be adopted by the District's board of directors authorizing the TDD Bonds, any trust indenture relating thereto, and all related resolutions, documents and proceedings.

"Certificate of Reimbursable Transportation Project Costs" means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the District in accordance with this Agreement and evidencing Reimbursable Transportation Project Costs incurred by the Developer.

"Certificate of Substantial Completion" means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the District to the City in accordance with this Agreement and evidencing the District's satisfaction of substantially all obligations and covenants of the Developer to construct or cause the construction of the Transportation Project necessary or required in connection therewith in accordance with this Agreement.

“**City**” means the City of Osage Beach, Missouri, a city of the fourth class organized and existing under the laws of the State of Missouri, and a local transportation authority within the meaning of Sections 238.202.1(4) and 238.207.4(2) of the TDD Act.

“**City Code**” means the Code of Ordinances adopted by the City’s Board of Aldermen.

“**City Transportation Project**” means, subject to approval of plans and specifications by the City or the applicable local transportation authority, the following portions of the Transportation Project: those portions of (b), (f) and (h) in Recital F on pages 1-2 along or involving Links Road and/or Zebra Road; provided, however, in the event, at any time prior to the State Transportation Project being dedicated to the State, the Commission transfers or conveys any portion of U.S. Highway 54 to the City, the “City Transportation Project” shall be deemed to include such portions of the State Transportation Project along those portions of U.S. Highway 54 transferred to the City.

“**Commission**” means the Missouri Highways and Transportation Commission created under the provisions of Sections 226.010 to 226.190 of the Revised Statutes of Missouri, as amended, and the Missouri Department of Transportation created by Section 226.005 of the Revised Statutes of Missouri, as amended, which is in charge of the Missouri Highways and Transportation Commission as provided by the Constitution and laws of the State of Missouri.

“**Commission Agreement**” means the Missouri Highways and Transportation Commission Transportation Development District Cooperative Agreement, or such other agreement, if any, anticipated to be entered into between the Commission and the District, pursuant to which the District will agree to undertake the State Transportation Project that may be dedicated to the Commission upon completion and, to the extent that the Commission agrees to take dedication of such State Transportation Project, the Commission will review plans and specifications pertaining to such State Transportation Project.

“**Concept Plan**” means a preliminary plan sheet generally illustrating the Development and the Transportation Project as set forth on **Exhibit G**, attached hereto and incorporated herein by reference.

“**Construction Manager**” means H.B.D. Contracting, Inc., a Missouri corporation, or such other construction manager selected by the District and reasonably acceptable to the City to provide construction management services in connection with the construction of the Transportation Project.

“**Construction Plans**” means, subject to City or Commission approval, as applicable, the plans, drawings, specifications and related documents, and construction schedules for the construction of the Transportation Project, together with all supplements, amendments or corrections, submitted by the Developer or the District and approved by the City or the Commission, as applicable, in accordance with this Agreement, the Redevelopment Agreement and the Commission Agreement.

“**Consulting Engineer**” means George L. Crawford & Associates, Inc. (d/b/a Crawford, Bunte, Brammeier), a Missouri corporation, Henson Consulting, LLC, a Missouri limited liability company, and/or such other engineer or architect licensed in the State of Missouri and retained by the Developer and the District for the purpose of developing plans and specifications for the Transportation Project.

“**Developer**” means Dierbergs Osage Beach, LLC, a limited liability company organized and existing under the laws of the State of Missouri, or its permitted successor or assigns in interest.

“**Development**” means the construction of a commercial real estate development to be known as Dierbergs Lakeview Pointe Shopping Center, consisting of a grocery store of approximately 77,500 square feet and additional commercial retail shops, stores, services and restaurants of approximately

45,500 to 65,300 square feet, along with other buildings, landscaping, parking spaces, internal vehicle and pedestrian roads and paths, signage and other improvements, all located within the Property, as depicted on the Concept Plan.

“Director” means the Director of the Missouri Department of Revenue.

“District” means the proposed Dierbergs Osage Beach Transportation Development District, which District shall include all of the Property legally described in **Exhibit A**, attached hereto and incorporated herein by reference.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, building code inspections and approvals, or other subdivision, zoning, or similar approvals required for implementation and construction of the Transportation Project.

“Gross TDD Sales Tax Revenues” means the proceeds of the TDD Sales Tax deposited into the TDD Trust Fund in accordance with the TDD Act after deducting the cost of collection of one percent (1%) of the total amount collected. TDD Revenues do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the District that is the subject of a suit or other claim communicated to the District, which suit or claim challenges the collection of such sum.

“Issuance Costs” means all costs reasonably incurred by the District and the City in furtherance of the issuance of TDD Obligations, including but not limited to the fees and expenses of financial advisors and consultants, attorneys (including counsel for the District and the City and Bond Counsel), administrative fees and expenses (including fees and costs of planning and engineering consultants), reasonable underwriters' discounts and fees, the costs of printing any TDD Obligations and any official statements relating thereto, the costs of credit enhancement, if any, reasonable capitalized interest and debt service reserves, and the fees of any rating agency associated with rating any TDD Obligations.

“Material Modifications” means a change in the Construction Plans that involves work not reasonably contemplated or implied from the Construction Plans as approved or additional work that is required because of a change in applicable laws, codes or regulations occurring after approval of the Construction Plans.

“MHTC” means the Missouri Highways and Transportation Commission.

“MoDOT” means the Missouri Department of Transportation.

“Note Resolution” means the resolution(s) to be adopted by the District's board of directors authorizing the TDD Notes, any trust indenture relating thereto, and all related resolutions and proceedings.

“Operating Fund” means the Operating Fund anticipated to be established pursuant to the Note Resolution or Bond Resolution, as applicable, for the purpose of paying on-going TDD Administrative Costs, into which TDD Revenues shall be deposited in two semi-annual installments totaling not to exceed Twenty Thousand Dollars \$20,000 in the aggregate in each year commencing in the year in which the Certificate of Substantial Completion is delivered, which deposits shall be disbursed in accordance with the Note Resolution or the Bond Resolution, as applicable, and this Agreement.

"Petition" means the Petition for the Creation of a Transportation Development District to be filed by the Developer in Camden County Circuit Court, in substantially the form of **Exhibit C**, attached hereto and incorporated hereby by reference, as such Petition may be amended from time to time in accordance with this Agreement.

"Property" means the real property legally described on **Exhibit A**, attached hereto and incorporated herein by reference, and depicted on the map set forth as **Exhibit B**, attached hereto and incorporated herein by reference, which Property shall be included within the boundaries of the District in accordance with this Agreement.

"Redevelopment Agreement" means that Tax Increment Financing Redevelopment Agreement by and among the City and the Developer, dated as of April 21, 2011, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

"Redevelopment Plan" means the plan entitled "*The Amended Dierbergs Osage Beach Tax Increment Financing (TIF) Redevelopment Plan and Project*," as approved by Ordinance No. 10.81 adopted by the City's board of alderman, as such plan may be amended from time to time by the City in accordance with the TIF Act.

"Reimbursable Transportation Project Costs" means those Transportation Project Costs and TDD Administrative Costs set forth on **Exhibit F**, attached hereto and incorporated herein by reference, which have been paid or will be paid by the Developer in accordance with this Agreement and for which the Developer is entitled to reimbursement out of the proceeds of the TDD Obligations, as provided for in this Agreement and the Redevelopment Agreement; provided, however, the maximum amount of Reimbursable Transportation Project Costs for which the Developer may be reimbursed pursuant to this Agreement shall not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), plus any Issuance Costs as provided in this Agreement and the Redevelopment Agreement.

"State Transportation Project" means, subject to Commission approval, the following portions of the Transportation Project: (a), (c), and those portions of (b), (e) and (h) along U.S. Highway 54.

"TDD Act" means the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended.

"TDD Administrative Costs" means expenses of the District for administration, supervision and inspection incurred in connection with the Transportation Project and paid initially by the Developer subject to reimbursement in accordance with this Agreement and, upon delivery of the Certificate of Substantial Completion or as soon as possible thereafter, paid by the District solely out of the Operating Fund established pursuant to the Note Resolution or the Bond Resolution, as applicable, which expenses include without limitation the following: (a) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on behalf of the District pursuant to Section 238.222 of the TDD Act; (b) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act; (c) reimbursement, of the petitioner and the City for the costs of filing and defending the petition to establish the District and all publication and incidental costs incurred in obtaining the Court's certification of the petition pursuant to Section 238.217 of the TDD Act; (d) costs related to any authorized indebtedness of the District, including the issuance and repayment of TDD Obligations pursuant to Section 238.240 of the TDD Act; (e) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (f) the cost of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; (g) expenses incurred by the District in the exercise of the powers granted under Section 238.252 of the TDD Act, which consist of compensation of employees or contractors, suits by or against the District, the purchase of personal property necessary or convenient for

the District's activities, and the collection and disbursement of funds for the District's activities; and (h) expenses incurred by the District in connection with abolishment of the District in accordance with Section 238.275 of the TDD Act.

"TDD Bonds" means transportation sales tax revenue bonds, if any, issued by the District pursuant to the TDD Act, the Bond Resolution and this Agreement.

"TDD EATS" means the TDD Revenues captured by the Redevelopment Plan pursuant to the TIF Act and Redevelopment Agreement.

"TDD Notes" means transportation sales tax revenue notes issued by the District pursuant to the TDD Act, the Note Resolution and this Agreement.

"TDD Obligations" means TDD Bonds, TDD Notes or other obligations issued by the District pursuant to the TDD Act and this Agreement.

"TDD Revenues" means the Gross TDD Sales Tax Revenues less the TDD EATS.

"TDD Sales Tax" means the transportation development district sales tax levied in accordance with the TDD Act and this Agreement at a rate equal to one percent (1%) on all retail sales within the District that are subject to taxation pursuant to Section 238.235.1 of the TDD Act.

"TDD Trust Fund" means the "special trust fund" of the District authorized under Section 238.235.1(6) of the TDD Act, the "special fund" of the Director authorized under Section 238.235.5, or any other segregated fund or account into which Gross TDD Sales Tax Revenues attributable to the TDD Sales Tax are then being deposited.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99,800 *et seq.*, of the Revised Statutes of Missouri, as amended.

"TIF Commission" means the Tax Increment Financing Commission of the City of Osage Beach, Missouri, as constituted for review of the Redevelopment Plan.

"Transportation Project" means each "project" as defined by Section 238.202.1(5) of the TDD Act that are generally set forth in paragraph F of the Recitals to this Agreement and are illustrated on the Concept Plan, and are described in the foregoing Recitals as the Transportation Project.

"Transportation Project Costs" means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the Transportation Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design or special services incurred; (c) costs of acquisition of fee interest in real estate, right-of-ways, easements, leases and other interests in real property; (d) costs of demolition of buildings and improvements, the clearing and grading of land for the eligible transportation projects and the site preparation, erosion and storm water control, and utility relocation directly related to the eligible transportation projects; and (e) costs of construction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail, or other mass transit and any similar or related improvement or infrastructure.

“Trustee” means UMB Bank, N.A., or such other trustee or fiscal agent selected by the District for any issue of TDD Obligations.

1.2 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated “Articles”, “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

1.3 Recitals. All of the above and foregoing Recitals are incorporated into and made part of this Agreement.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the City. The City hereby represents and warrants to the Developer as follows:

2.1.1 The City is a city of the fourth class organized and existing under the laws of the State of Missouri.

2.1.2 The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the City’s board of aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers or officials.

2.1.3 To the best of the City's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party.

2.1.4 To the best of the City's knowledge and belief, no official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement.

2.1.5 Except for the proceedings related to the Petition, if any, to the best of the City's knowledge and belief, there is no litigation or proceeding pending against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement. The City represents that litigation against the City with respect to the Redevelopment Plan has been threatened, but on the effective date of this Agreement the City has not been served with a summons in connection with such threatened litigation.

2.2 Representations and Warranties of the Developer. The Developer represents and warrants to the City as follows:

2.2.1 The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri and has full corporate power to execute and deliver and perform the terms and obligations of this Agreement.

2.2.2 This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (a) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of a reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to the Developer; and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.2.3 To the best of the Developer's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party.

2.2.4 To the best of the Developer's knowledge and belief, no member, manager, employee or officer of the Developer has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated by this Agreement.

2.2.5 Except for the proceedings related to the Petition, if any, to the best of the Developer's knowledge and belief, there is no litigation or proceeding pending or threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

2.3 Representations and Warranties of the District. The District hereby represents and warrants to the City as follows:

2.3.1 The District is a transportation development district and political subdivision of the State of Missouri.

2.3.2 The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the District's board of directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers or officials, and this Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (a) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of a reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to the District; and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3.3 To the best of the District's knowledge and belief, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the District is a party.

2.3.4 To the best of the District's knowledge and belief, no official or employee of the District has any significant or conflicting interest, financial or otherwise, in the Transportation Project or

in the transactions contemplated by this Agreement, except as previously disclosed to the District's board of directors in accordance with Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

2.3.5 Except for the proceedings relating to the Petition, if any, to the best of the District's knowledge and belief, there is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

ARTICLE III.

DEVELOPER TO CONSTRUCT TRANSPORTATION PROJECT; PAY CERTAIN COSTS RELATED TO TRANSPORTATION PROJECT

3.1 Construction of the Transportation Project and the Development. Subject to the Developer's right to terminate this Agreement and the Redevelopment Agreement, the Developer shall perform all work necessary to construct the Transportation Project in accordance with the Concept Plan, the Construction Plans and all Governmental Approvals. The Developer acknowledges that neither the City nor the Commission have approved the Construction Plans and that nothing in this Agreement shall be construed in any way as a limitation on the authority of the City or the Commission, to reject any aspect of the Transportation Project or to require revisions to the Construction Plans that may be inconsistent with the general description of the Transportation Project to the same extent that they could do so if such Construction Plans were submitted independent of this Agreement. In addition, subject to the Developer's right to terminate this Agreement and the Redevelopment Agreement, the Developer shall perform all work necessary to construct the Development in accordance with the construction schedule set forth in Section 3.7 of this Agreement.

3.2 Developer to Pay Costs of Transportation Project. The Developer has paid all costs necessary to acquire the Property and shall pay all costs to perform all work necessary to construct the Transportation Project, subject to the Developer's right to seek reimbursement of the Reimbursable Transportation Project Costs from the District in accordance with this Agreement.

3.3 Environmental Prerequisites. Upon request of the City, the Developer shall provide to the City a Phase I Environmental report, indicating no adverse environmental conditions exist in connection with any parcel or parcels of real property to be dedicated or leased to the City. The Developer agrees to indemnify and hold the City, its employees, officers, agents and independent contractors and the District, its employees, officers, agents and independent contractors harmless from and against any and all suits, claims, costs and attorneys' fees and expenses resulting from, arising out of, or in any way connected with any environmental condition existing on, in or under any parcel or parcels of property acquired by the Developer for dedication or lease to the City; provided, however, that such indemnification shall not apply to any or all losses, damages, claims, demands, expenses or other liability incurred or sustained as a direct result of the action or inaction of the City and/or a City representative.

3.4 Construction Plans for the Transportation Project. The City hereby approves the Concept Plan for the Transportation Project. The Developer shall develop or cause to be developed the Construction Plans for the Transportation Project in accordance with the Concept Plan. The Construction Plans shall be prepared by the Consulting Engineer. To the extent that the Commission or the City will become the owner and will assume maintenance of a portion of the Transportation Project, the parties agree that, in accordance with the TDD Act, the Developer shall, on behalf of the District, submit to the Commission or the City, as applicable, the Construction Plans related to their respective portion of the Transportation Project. Approval of each such portion of the Transportation Project shall then vest exclusively with the Commission or the City, as applicable, subject to the Commission or the City, as

applicable, making any revisions in the Construction Plans related to such portion of the Transportation Project and the District and the Commission or the City, as the case may be, entering into a mutually satisfactory agreement regarding development and future maintenance of such portion of the Transportation Project, provided that such review and approval by the Commission or the City, as applicable, shall not be construed as an additional requirement on the Developer to obtain approval of the Construction Plans by any process other than in accordance with those laws, regulations and ordinances of the Commission or the City that would have been applicable had the District not been created.

3.5 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri. The City shall cooperate with the Developer and the District in their efforts to obtain all approvals for the construction of the Transportation Project and to provide the Developer and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the Transportation Project

3.6 Construction Management. Upon its creation and subject to any applicable bidding requirements, the District will enter into an agreement with the Developer or the Construction Manager for construction management services. Except as otherwise expressly provided in this Agreement and the Redevelopment Agreement, the City and the Developer agree that the Developer or the Construction Manager shall have discretion and control in all matters relating to the management and construction of the Transportation Project, provided that the same shall, in any event, conform to and comply with the Concept Plan, the Construction Plans and all applicable state and local laws, ordinances and regulations, subject to Governmental Approvals.

3.7 Construction Schedule for Transportation Project. The Developer or the Construction Manager shall obtain all Governmental Approvals and other necessary approvals, including without limitation approvals of the Commission, the City and all applicable public utilities, in order to commence or cause the commencement and completion of the construction of the Transportation Project in accordance with the following schedules:

Activity	Maximum Time for Performance (Absent an Event of Force Majeure)
Obtain Commission approval of the Construction Plans pertaining to the State Transportation Project	April 30, 2012
Obtain City approval of the Construction Plans pertaining to the City Transportation Project	April 30, 2012
Submit initial Certificate of Reimbursable Transportation Project Costs evidencing hard costs related to construction of the Transportation Project	December 31, 2012
Submit Certificate of Substantial Completion of the Transportation Project	February 28, 2013

3.8 Construction Contracts; Insurance for Transportation Project. The Developer or the Construction Manager shall enter into all contracts for construction of the Transportation Project, which construction contracts shall be in the name of or on behalf of the District, shall be subject to the District's approval or ratification and shall be bid and awarded in accordance with Section 238.252 of the TDD Act, the terms of the Redevelopment Agreement, and the terms of the Commission Agreement, as well as the bidding and contracting guidelines adopted by the District, which bidding and contracting guidelines shall be in substantially the form of **Exhibit H**, attached hereto and incorporated herein by reference. Prior to

the commencement of construction of any portion of the City Transportation Project, the Developer or the Construction Manager shall provide to the City a performance bond, or similar security instrument, approved by the City which shall jointly and severally bind the contractor and the surety for the full performance of the contract for the City Transportation Project. Prior to the commencement of construction of any portion of the Transportation Project, the Developer or the Construction Manager shall obtain or shall require that any contractor selected by the Developer or the Construction Manager obtains comprehensive general liability insurance together with an owner's contractor's policy with limits against bodily injury and property damage of not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended, and builder's risk insurance coverage in an amount equal to one hundred percent (100%) of the insurable value of such portion of the Transportation Project at the date of completion. At the request of City or District, the Developer or the Construction Manager shall deliver evidence of such insurance to the District and City and shall require that such insurance be maintained by any such contractor for the duration of the construction of such portion of the Transportation Project.

3.9 Transportation Project Scope; Modifications. During the construction of the Transportation Project, the Developer or the Construction Manager may make such reasonable changes, including without limitation modification of the construction schedule (subject to the requirements of Section 3.7 of this Agreement), modification of the areas in which their respective portions of the Transportation Project are to be performed or on which their respective portions of the Transportation Project are to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of their respective portions of the Transportation Project, and any and all such other changes as site conditions or orderly development may dictate; provided, however, that: (a) the Developer or the Construction Manager shall obtain prior approval of the Commission or the City, as applicable, of any Material Modification of the Construction Plans relating to their respective portions of the Transportation Project of which the Commission or the City, as applicable, will become the owner; and (b) any such Material Modifications shall comply with applicable law and code, subject to any Governmental Approvals.

3.10 Inspection. The parties agree that the District may conduct such periodic inspections of the Transportation Project and that the Commission or the City may conduct such periodic inspections of that portion of the Transportation Project intended for dedication to the Commission or the City, as applicable, all as provided for herein, the Redevelopment Agreement and in the Commission Agreement, as applicable. In addition, the Developer or the Construction Manager shall allow authorized representatives of the District access to the work site from time to time upon 24 hours advance notice prior to the completion of each portion of the Transportation Project for reasonable inspection thereof. The Developer or the Construction Manager shall also allow the District and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of their respective portions of the Transportation Project as the District determines is reasonable and necessary to verify the compliance with the terms of this Agreement and the Redevelopment Agreement.

3.11 Progress Reports to the City. The Developer or the Construction Manager shall use reasonable efforts to keep the City reasonably informed as to the progress of the construction and development of the Transportation Project. In that regard, upon execution of this Agreement, and continuing until acceptance of the Certificate of Substantial Completion of the Transportation Project, the Developer or the Construction Manager shall provide the City with a written progress report regarding the status of the Transportation Project. Such progress reports shall be provided to the City upon request, provided, however, that such requests from the City shall be limited to a maximum of one time per calendar quarterly, within 45 days after the end of the applicable calendar quarter and shall include, at a

minimum, the following information: (a) percent of work completed; (b) Transportation Project Costs incurred to date compared to budgeted Transportation Project Costs; and (c) principal amount of TDD Obligations issued. The Developer further agrees to provide to the City without charge such additional information as the City may reasonably request regarding the status of the Transportation Project. The Developer shall, at the request of the City, also allow any authorized employee, officer, agent or representative of the City to inspect all architectural, engineering, demolition, construction and other contracts and documents pertaining to the Transportation Project.

3.12 Certificate of Substantial Completion. Promptly after completion of the Transportation Project, the Developer shall furnish a Certificate of Substantial Completion to the Consulting Engineer and shall allow the Consulting Engineer to carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by the Consulting Engineer unless the Consulting Engineer furnishes the Developer with specific written objections to the status of the Transportation Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Completion by the Consulting Engineer, the Developer shall provide the Certificate of Substantial Completion to the District, at which time the District shall accept the Certificate of Substantial Completion. Upon such acceptance by the District, the District shall dedicate or cause the Developer to dedicate the Transportation Project to the Commission or the City, as applicable, including the dedication of any property acquired in connection with the Transportation Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by reference herein.

3.13 Dedication and Maintenance of Transportation Project. Upon acceptance by the District of the Certificate of Substantial Completion for the Transportation Project, the District shall dedicate or cause the Developer to dedicate the State Transportation Project to the Commission, including the conveyance of any property acquired in connection with the State Transportation Project. Such State Transportation Project shall be transferred to the Commission for ownership and future maintenance in accordance with Section 238.275 of the TDD Act and the Commission Agreement. The City shall be under no obligation to accept the dedication or conveyance of the City Transportation Project until (a) it has been inspected and approved to the satisfaction of the City and (b) a \$15,000 cash deposit for maintenance of the City Transportation Project has been deposited with the City (the "**Maintenance Deposit**"). For a period of two years after the date of such deposit, the Maintenance Deposit funds may be used by the City in the event that Developer or the District fails to repair the City Transportation Project upon demand by the City, and the City incurs maintenance costs for such maintenance. All Maintenance Deposit funds on account with the City and not expended by the City shall be invested with the City's pooled investment account. Upon the expiration of two years after the date of the Maintenance Deposit, all Maintenance Deposit funds remaining on account with the City, and any accrued interest, shall be paid to Developer. Upon written notice of the inspection and approval by the City Engineer, the District agrees to convey the City Transportation Project to the City free and clear of all liens and encumbrances or other obligations. Any required conveyance shall be by appropriate document as determined by the City. The City's acceptance of the City Transportation Project shall be in accordance with and subject to Section 238.275 of the TDD Act and the applicable City ordinances, regulations and procedures for acceptance of such projects, including without limitation the procedures for identification and correction of any deficiencies pertaining to the City Transportation Project, for making claims against the performance bond provided in connection with the City Transportation Project, for retention of the requisite portion of such performance bond after dedication of the City Transportation Project and for approval of the Certificate of Substantial Completion by the City Engineer, all as set forth in this Agreement. In the event that MoDOT obtains maintenance bonds for any portions of the Transportation Project that is constructed in State rights-of-way and which is later transferred to the City pursuant to agreement between the City and the MHTC, the City will assume from MHTC or MoDOT the rights,

duties and obligations under such maintenance bond to the extent permitted by MoDOT for those portions of the Transportation Project that are transferred to the City.

3.14 Regulation of the Transportation Project. All laws of the State of Missouri and all ordinances, regulations and procedures of the City relating to maintaining, signing, damaging and obstructing of streets or roadways shall apply to the City Transportation Project. All portions of the City Transportation Project shall be treated as streets, roads or improvements within the City for purposes of the City's police powers with respect to such improvements and the District shall have no police powers or authority with respect to such streets, roads or improvements. For outdoor advertising and junkyard control purposes, all or any portion of the City Transportation Project may be designated by the City as a part of its street or road system. The District may not limit and control access from adjacent property to the City Transportation Project without the prior consent of the City. Notwithstanding the provisions of Section 238.270 of the TDD Act, the parties agree that the City Transportation Project shall be under the control and jurisdiction of the City at all times during the existence of the District.

ARTICLE IV. TRANSPORTATION DEVELOPMENT DISTRICT

4.1 Petition to Create the District. The parties acknowledge and agree that the Developer intends to file a Petition in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference. The City shall file its response not objecting to the Petition within 30 days of the date of being served with the Petition and shall cooperate with the Developer to create the District, authorize the Transportation Project, call for a meeting of the District's property owners to elect the District's board of directors, call the first meeting of the District's board of directors and seek approval of the TDD Sales Tax at an election held in accordance with Section 238.216 of the TDD Act. The parties further acknowledge and agree that the District shall be created solely for the purpose of providing TDD Revenues to finance the Reimbursable Transportation Project Costs, including TDD Administrative Costs paid by the Developer in connection with the Transportation Project, and providing TDD EATS to finance Redevelopment Project Costs (as defined in the Redevelopment Agreement) as further set forth in the Redevelopment Agreement and the TIF Act.

4.2 District Boundaries. The District's boundaries shall consist of the Property legally described in **Exhibit A** and illustrated on **Exhibit B**, both of which are attached hereto and incorporated herein by reference.

4.3 District's Board of Directors. The District's board of directors shall consist of five members, which shall include three members who are representatives of the Developer and two of whom shall be City officials or as otherwise provided herein. Prior to the initial meeting of the District's property owners pursuant to Section 238.220 of the TDD Act, the Mayor shall nominate, subject to review and approval of the board of aldermen of the City, two public officials, one of whom shall have been the Mayor at the time of formation of the District and one of whom shall be the City Administrator or a member of the City's board of aldermen at the time of formation of the District, to the District's board of directors. At least 15 days prior to the expiration of the terms of the City officials serving on the District's board of directors, or immediately in the event of a vacancy in any such position held by such a City official, the Mayor shall nominate, subject to review and approval of the board of aldermen of the City, a slate of public officials to succeed those City officials whose terms have expired or whose seats have become vacant. At each annual meeting of the owners of record of real property at which City officials are to be elected to the board of directors, the Developer shall provide the City a proxy for purposes of electing such City officials to the District's board of directors and the City shall be deemed to have elected the confirmed nominees. In the event the City official positions are not filled as set forth herein, the

Mayor of the City and the President of the City's Board of Aldermen will be deemed elected and appointed to succeed those City officials whose terms have expired or whose seats have become vacant.

4.4 TDD Sales Tax. The District shall be authorized to impose the TDD Sales Tax in accordance with Section 238.235 of the TDD Act, which TDD Sales Tax shall be imposed at a rate of one percent (1%). Upon creation of the District, the Developer shall cause the District to impose such TDD Sales Tax and notify the Director of the imposition thereof. The Gross TDD Sales Tax Revenues shall be deposited into the TDD Trust Fund to provide for (i) the payment of Reimbursable Transportation Project Costs and TDD Administrative Costs incurred in connection with the Transportation Project, including without limitation the transfer of such TDD Revenues to the Trustee to be deposited into a segregated account of a revenue fund held in the custody of the Trustee to provide for the repayment of TDD Obligations issued in accordance with this Agreement and the Note Resolution or Bond Resolution, as applicable, and (ii) the payment of certain Redevelopment Project Costs (as defined in the Redevelopment Agreement), including without limitation allocation and payment of such TDD EATS in accordance with the Redevelopment Agreement to be utilized and expended in accordance with the Redevelopment Agreement and the TIF Act.

4.5 Repeal of the TDD Sales Tax. As long as any TDD Obligations are outstanding, the District shall not repeal or reduce the TDD Sales Tax. Upon satisfaction in full or, if not satisfied in full, upon final maturity of the TDD Obligations, the District shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax and abolishment of the District; provided, however, the District shall not implement the procedures for repeal of the TDD Sales Tax and abolishment of the District if the District has approved another project pursuant to the TDD Act and Section 4.14 of this Agreement. Upon the expiration or notice of repeal of the TDD Sales Tax, the District shall: (a) promptly transfer the Gross TDD Sales Tax Revenue remaining in the TDD Trust Fund to the Trustee or to the collecting officers as provided in the Redevelopment Agreement; or (b) after satisfaction in full, or if not satisfied in full, after final maturity, of the TDD Obligations, retain any monies remaining in the TDD Trust Fund until such time as the District is abolished and the District provides for the transfer of any monies remaining in the TDD Trust Fund in a manner permitted by the TDD Act and the TIF Act.

4.6 District to Engage the Administrator. The District may, in its discretion, assign such general administrative duties to the Administrator, including without limitation administrative support in connection with the District's exercise of its contractual powers, issuance of indebtedness (including without limitation the TDD Obligations), obtaining insurance, obtaining audits, exercise of general powers of the District and abolishing the District. The fees and expenses of the Administrator shall be deemed TDD Administrative Costs and shall be paid out of TDD Revenues as provided for in this Agreement.

4.7 Access to Sales Tax Records. The District shall keep or cause to be kept accurate records of the amount of TDD Revenues on deposit in the TDD Trust Fund and such records shall be open to the inspection of officers of the City and the general public, subject to any statutory limitations on confidential sales tax information. The Developer hereby waives any and all claims of confidentiality regarding sales tax information to the extent necessary for the District to comply with its annual budget and financial reporting responsibilities under Missouri law.

4.8 TDD Administrative Costs. The parties agree that, prior to the delivery of the Certificate of Substantial Completion, the Developer shall pay all TDD Administrative Costs, subject to the Developer's right to seek reimbursement of the Reimbursable Transportation Project Costs by the District in accordance with this Agreement. Upon its receipt of the Certificate of Substantial Completion, the District shall be responsible for payment of its on-going TDD Administrative Costs out of TDD Revenues deposited semi-annually into the Operating Fund.

4.9 Payment of City's Fees and Expenses. The parties hereby agree that, within 30 days after submission by the City to the Developer and the District of invoices for fees and expenses incurred by the City in connection with the preparation of this Agreement and the formation of the District, the Developer shall pay to the City the amount of such invoices. In lieu of such payment by Developer and at Developer's election, the City may be reimbursed from Advanced Funds on deposit with the City in the Advanced Funds Account pursuant to Section 2.5 of the Redevelopment Agreement, and the Advanced Funds Account shall be replenished in accordance with the Redevelopment Agreement. Such amounts paid by the Developer, or from the Advanced Funds Account, pursuant to this paragraph shall be deemed to be TDD Administrative Costs. Notwithstanding anything to the contrary in this Agreement, the Developer and the District shall have no obligation to pay any such fees or expenses of the City in excess of \$10,000.

4.10 Segregation and Investment of TDD Revenues. TDD Revenues on deposit in the TDD Trust Fund shall not be commingled with any other funds of the District. The District may, in its sole discretion, invest (or direct the Trustee or the Administrator to invest) any or all of the TDD Revenues on deposit in the TDD Trust Fund in accordance with applicable laws relating to investment of District funds. Any interest earned upon the balance in the TDD Trust Fund shall be deposited to the credit of the TDD Trust Fund.

4.11 No Other Funding Mechanisms. Other than the TDD Sales Tax, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City and approval of the qualified voters within the District in accordance with the TDD Act.

4.12 Developer's Covenants Related to the District. Subject to its right of termination pursuant to this Agreement and the Redevelopment Agreement, the Developer covenants and agrees as follows:

4.12.1 The Developer shall promptly prosecute the Petition for the creation of the District, as well as any petition to adjust the boundaries of the District.

4.12.2 The Developer shall not object to the City's designation as a "local transportation authority" within the meaning of Section 238.202 of the TDD Act.

4.12.3 The Developer shall in good faith cooperate and assist in obtaining approval for and levying of the TDD Sales Tax contemplated by this Agreement by voting to approve the TDD Sales Tax at an election held in accordance with Section 238.216 of the TDD Act.

4.12.4 The Developer shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause TDD Revenues to be paid and deposited into the TDD Trust Fund, including its cooperation with the Director, the Trustee, the District and its Administrator in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

4.12.5 The Developer shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause TDD EATS to be paid and deposited into the TDD Trust Fund, Special Allocation Fund (as defined in the Redevelopment Agreement) or as otherwise provided for by the Redevelopment Agreement and the TIF Act.

4.12.6 The Developer shall, with respect to real property owned by the Developer and leased, sold or transferred to a business engaged in sales at retail within the District, use its best efforts to require as part of each lease, sale or transfer agreement that each and every such retailer (i) add the TDD Sales Tax to the retailer's sales price and when so added such TDD Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 238.235 of the TDD Act and (ii) receive, pursuant to Section 238.280 of the TDD Act, notice of an obligation to prominently display the TDD Sales Tax rate at the cash register area. The Developer acknowledges that pursuant to the TDD Act, the Director will collect the TDD Sales Tax and the Developer shall cooperate with the Director and the District to ensure that TDD Sales Taxes are paid by any tenants of the Development to the Director in a timely manner.

4.12.7 The Developer waives the right to file suit to set aside the TDD Sales Tax or otherwise question the validity of the proceedings relating thereto.

4.12.8 The Developer shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by the Developer or a related entity, which notice shall be given within 30 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

4.12.9 The Developer shall cooperate with the District to obtain approval of any proposal for the abolishment of the District pursuant to Section 238.275 of the TDD Act.

4.12.10 Upon execution of this Agreement and so long as any TDD Obligations are outstanding, the Developer shall, in the development and selling, leasing or transferring of any real property owned by the Developer within the District, use reasonable efforts to select purchasers, tenants or transferees that will produce a higher volume of TDD Sales Tax, all other economic terms and conditions being equal.

4.13 City's Covenants Related to the District. Subject to its right of termination pursuant to Section 7.2 of this Agreement, the City covenants and agrees as follows:

4.13.1 The City shall in good faith cooperate and assist the Developer in all proceedings related to the creation and certification of the District and any adjustment of the boundaries of the District which become necessary as a result of title conditions identified during the course of the Developer's development of the Property in addition to adjustments necessary as a result of "as built" construction conditions.

4.13.2 The City shall in good faith cooperate and assist in obtaining approval for and levying of the TDD Sales Tax contemplated by this Agreement at an election held in accordance with Section 238.216 of the TDD Act.

4.13.3 The City shall cooperate with the District to obtain approval of any proposal for the abolishment of the District pursuant to Section 238.275 of the TDD Act.

4.14 No Additional Transportation Projects. The parties agree that the District shall not seek authorization for projects within the meaning of the TDD Act other than those projects described as part of the Transportation Project and shall not issue TDD Obligations to fund any Reimbursable

Transportation Project Costs in excess of the amount set forth in Section 5.1 of this Agreement without the prior approval of the City.

**ARTICLE V.
REIMBURSEMENT OF TRANSPORTATION PROJECT COSTS**

5.1 District to Pay Reimbursable Transportation Project Costs. The City and the Developer agree to cause the District to reimburse the Developer for the verified Reimbursable Transportation Project Costs incurred by the Developer, provided that such Reimbursable Transportation Project Costs have been paid by the Developer pursuant to Sections 3.2, 4.8 and 4.9 of this Agreement. Subject to the terms of this Agreement, the District shall reimburse the Developer for such verified Reimbursable Transportation Project Costs in an amount not to exceed **Three Million Five Hundred Thousand Dollars (\$3,500,000.00)**, plus Issuance Costs, as more particularly provided for in **Exhibit F**, attached hereto and incorporated herein by reference.

5.2 Certificate of Reimbursable Transportation Project Costs; Right to Substitute. Prior to the issuance of the TDD Obligations and from time to time thereafter, the Developer shall provide to the District a Certificate of Reimbursable Transportation Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference. The Certificate of Reimbursable Transportation Project Costs shall be accompanied by all itemized invoices, receipts or other information to allow the District to confirm that the amounts advanced by the Developer constitute Reimbursable Transportation Project Costs. If the District reasonably determines that any cost identified on a Certificate of Reimbursable Transportation Project Costs does not constitute a Reimbursable Transportation Project Cost, the District shall so notify the Developer in writing within 30 days, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Transportation Project Costs or TDD Administrative Costs as Reimbursable Transportation Project Costs with a supplemental application for payment.

5.3 Substitution among Budget Categories. The parties agree that each of the categories of costs set forth in **Exhibit F**, attached hereto and incorporated herein by reference, constitute Reimbursable Transportation Project Costs that are eligible for reimbursement in accordance with the TDD Act and this Agreement. If the actual cost within a particular category is less than the budgeted cost, the Developer shall receive a credit for the difference between the actual cost and the budgeted cost, which credit shall be applied to the costs within another category where the actual cost exceeds the budgeted cost, so long as, in the aggregate, the District does not pay to the Developer more than **Three Million Five Hundred Thousand Dollars (\$3,500,000.00)**, plus Issuance Costs, as Reimbursable Transportation Project Costs.

5.4 District's Obligations Limited to TDD Obligations. Notwithstanding any other term or provision of this Agreement, a Certificate of Reimbursable Transportation Project Costs submitted by the Developer and approved by the District is payable only by the issuance of TDD Notes or from the proceeds of TDD Bonds and from no other source.

**ARTICLE VI.
TRANSPORTATION PROJECT FINANCING**

6.1 Issuance of TDD Obligations as Special, Limited Obligations. The District shall issue TDD Obligations in accordance with the TDD Act and this Agreement. The TDD Obligations shall be secured by TDD Revenues, all as provided for in this Agreement and the Note Resolution or the Bond Resolution, as applicable. All TDD Obligations shall be the exclusive responsibility of the District payable solely out of revenues pledged to repayment thereof as provided by the TDD Act, this Agreement

and the Note Resolution or Bond Resolution, as applicable. The TDD Obligations shall not constitute a debt or liability or general obligation of the District, the City, the Commission, the State of Missouri or any agency or political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. The District shall not be obligated to pledge any funds other than those specifically pledged to repayment of the TDD Obligations as provided for in this Agreement and the Note Resolution or Bond Resolution, as applicable. No City revenues, moneys or funds will be used for TDD debt repayment.

6.2 Issuance of TDD Notes; Terms. Subject to the requirements of this Agreement and the Note Resolution, the District shall issue the TDD Notes as provided herein. The TDD Notes shall be issued in an aggregate principal amount of not to exceed **Three Million Five Hundred Thousand Dollars (\$3,500,000.00)**, plus Issuance Costs. The TDD Notes shall bear interest at a fixed rate of 6.50% per annum as of the date of initial issuance. All TDD Notes shall have a final maturity that is not later than forty (40) years from the date of issuance of the TDD Notes. Accrued but unpaid interest shall compound semi-annually.

6.3 Conditions Precedent to Issuance of TDD Notes. No TDD Notes shall be issued by the District to the Developer until such time as:

6.3.1 the District has accepted a Certificate of Reimbursable Transportation Project Costs in accordance with Section 5.2 of this Agreement;

6.3.2 the District has adopted the Note Resolution;

6.3.3 the Developer has paid all Issuance Costs in connection with the TDD Notes; and

6.3.4 the parties provide such other certificates, statements, receipts and documents as may be reasonably required by the District or Bond Counsel for issuance and delivery of the TDD Notes by the District and an opinion of Bond Counsel to the effect that the TDD Notes constitute valid and legally binding obligations of the District.

6.4 Procedures for Issuance of TDD Notes. Within thirty (30) days after satisfaction of the conditions provided in Section 6.3 of this Agreement, the District shall issue the TDD Notes and instruct the Trustee to endorse the TDD Notes to the Developer in accordance with the Note Resolution. Within ten (10) days after approval by the District of each subsequent Certificate of Reimbursable Transportation Project Costs, the District shall instruct the Trustee to issue, subject to the limitations of this Agreement and the Note Resolution, further endorsements to the TDD Notes evidencing the additional amounts advanced by the Developer. Upon issuance by the Trustee of endorsements to the TDD Notes as provided in this Section, the District shall be deemed to have reimbursed the Developer in full for such Reimbursable Transportation Project Costs.

6.5 Issuance of TDD Bonds; Terms. Prior to the District's acceptance of the Certificate of Substantial Completion, the District may, in its sole and absolute discretion, issue or cause to be issued on its behalf TDD Bonds in an amount sufficient to (a) refund all or a portion of the outstanding TDD Notes issued and/or to create a project fund to pay the Developer for its Reimbursable Transportation Project Costs; and (b) pay the Issuance Costs of the TDD Bonds. Subsequent to the District's acceptance of the Certificate of Substantial Completion, the District may, in its sole and absolute discretion, issue or cause to be issued on its behalf TDD Bonds in an amount sufficient to refund all or a portion of the outstanding TDD Notes, provided that the market conditions are such that the payment terms of the TDD Bonds are sufficiently favorable that a reasonably prudent financial officer or agent of a similarly situated political subdivision would undertake such a refunding or refinancing of the TDD Notes. The Developer may,

from time to time, make a written request of the District for the issuance of the TDD Bonds, provided that the District shall have no obligation to issue the TDD Bonds except in accordance with this Section. The TDD Bonds shall have a final maturity that is not later than the final maturity of the TDD Notes.

6.6 Conditions Precedent to Issuance of TDD Bonds. No TDD Bonds shall be issued by the District until such time as:

6.6.1 the District has adopted the Bond Resolution;

6.6.2 the Consulting Engineer has provided to the District a written cost estimate for construction of the Transportation Project based upon the approved Construction Plans, provided that such condition shall not be required if the District has already accepted the Certificate of Substantial Completion of the Transportation Project;

6.6.3 the Developer or Construction Manager, has submitted a schedule to the District evidencing that the Transportation Project will be completed in accordance with the construction schedule provided in Section 3.7 of this Agreement, provided that such condition shall not be required if the District has already accepted the Certificate of Substantial Completion;

6.6.4 the District has selected an underwriter reasonably acceptable to the City and has entered into an agreement with such underwriter for the purchase of the TDD Bonds;

6.6.5 the District has obtained an independent revenue study by a consulting firm reasonably acceptable to the underwriter, Bond Counsel and the City;

6.6.6 the Developer provides a guaranty or other security reasonably acceptable to the District, its underwriter, Bond Counsel and the City evidencing that the Developer will repurchase or make debt service payments on the TDD Bonds if the District does not receive the Certificate of Substantial Completion prior to the time specified in Section 3.7, subject to force majeure, provided that such condition shall not be required if the District has already accepted the Certificate of Substantial Completion; and

6.6.7 the parties provide such other certificates, statements, receipts and documents as may be reasonably required by the District; its underwriter, Bond Counsel or the City for issuance and delivery of the TDD Bonds by the District, purchase of such TDD Bonds by the underwriter and issuance and delivery of an opinion of Bond Counsel to the effect that the TDD Bonds constitute valid and legally binding obligations of the District and, if applicable, that the interest on the TDD Bonds is excludable from gross income of the owners thereof for federal income tax purposes.

6.7 Cooperation in the Issuance of TDD Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the District and its Bond Counsel, underwriter, underwriter's counsel and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TDD Obligations, including disclosure of tenants of the Developer and the non-financial terms of the leases between the Developer and such tenants. The Developer shall not be required to disclose the rent payable under any such lease or any proprietary or confidential financial information pertaining to such Developer. Such compliance obligation shall be a covenant running with the Property within the District, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

6.8 Pledge of TDD Revenues. If the District issues TDD Obligations, the parties shall cause the District to pledge, subject to annual appropriation, all TDD Revenues to payment of TDD Administrative Costs and to repayment of the TDD Obligations in accordance with this Agreement and the Note Resolution or Bond Resolution, as applicable. All such TDD Revenues on deposit from time to time in the TDD Trust Fund shall be pledged to payment of TDD Administrative Costs and to repayment of the TDD Obligations and shall be transferred to the Trustee in accordance with the Note Resolution or Bond Resolution, as applicable.

6.9 Covenant to Appropriate TDD Revenues. To the extent that the District issues TDD Obligations, the District shall covenant and agree that the officer of the District at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the District for each fiscal year that the TDD Obligations are outstanding a request for an appropriation of all TDD Revenues on deposit in the TDD Trust Fund for application to payment of TDD Administrative Costs and to repayment of TDD Obligations in accordance with the Note Resolution or the Bond Resolution, as applicable. If, on or before February 1 of each year, the District's board of directors fails to adopt a budget, the District shall be deemed to have adopted a budget that provides for application of the TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

6.10 District's Obligations Limited to TDD Obligations and TDD Revenues. Notwithstanding any other term or provision of this Agreement, the District's obligation with respect to the Developer's Reimbursable Transportation Project Costs and TDD Administrative Costs shall be payable solely from TDD Obligations and TDD Revenues and from no other source.

6.11 City's Obligations. Notwithstanding any other term or provision of this Agreement, the City shall have no obligation with respect to the Developer's Reimbursable Transportation Project Costs and TDD Administrative Costs.

ARTICLE VII. GENERAL PROVISIONS

7.1 Developer's Right of Termination. At any time prior to the issuance of the TDD Obligations, the Developer may, by giving written notice to the City, abandon the Development and the Transportation Project and terminate this Agreement and the Developer's obligations hereunder if: (a) the City defaults in or breaches any provision of this Agreement or the Redevelopment Agreement; (b) the Redevelopment Agreement is terminated in accordance with Section 8.6 thereof; or (c) the Developer is unable to obtain all required approvals which Developer deems reasonably necessary for the completion of the Development or the Transportation Project. Upon issuance of the TDD Obligations, the Developer shall not terminate this Agreement.

7.2 City's Right of Termination. The City may terminate this Agreement at any time prior to the issuance of the TDD Obligations if: (a) the Developer defaults in or breaches any provision or covenant of this Agreement and fails to cure the default under Section 7.4; or (b) the Developer has failed to create the District on or before December 31, 2012, subject to any litigation pending or proceeding against the Developer and/or District which is preventing creation of the District. Upon termination of this Agreement for any reason, the Developer shall not be entitled to reimbursement for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer. Upon issuance of the TDD Obligations, the City shall not terminate this Agreement.

7.3 Successors and Assigns.

7.3.1 This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. The parties agree that the District shall transfer, pledge and assign its rights and shall grant to the Trustee a security interest in this Agreement, including all of its rights under this Agreement regarding the collection and enforcement of the TDD Sales Tax.

7.3.2 The Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of in accordance with Section 7.7 of the Redevelopment Agreement. Notwithstanding anything herein to the contrary, Developer may encumber or collaterally assign its interest in this Agreement, the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Reimbursable Transportation Project Costs in accordance with Section 7.6 of the Redevelopment Agreement.

7.4 Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination hereof, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, after receipt of notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect that portion of the Property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other portion of the Property within the District which has been or is being developed or used in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event of any breach or default of the Developer or the Construction Manager in connection with construction of the Transportation Project, the City's sole and exclusive remedy shall be a claim on any performance bond or similar security instrument delivered to the City by the Developer or the Construction Manager, if any. Nothing in this Agreement shall affect the ability of the City to exercise any of its rights or remedies against the Developer under any other agreement that may now or subsequently exist between the parties with respect to the Development.

7.5 Force Majeure and Other Extensions of Time for Performance. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings (including, but not limited to, condemnation or eminent domain proceedings); orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, war, invasion or acts of a public enemy, acts of terror, serious accidents, arrests, failure of utilities, failure to obtain any permits and/or legal authorization by a necessary governmental entity, shortage or delay in shipment of material or fuel, any court order or judgment resulting from any litigation affecting the validity of this Agreement, the organization of the District, or any of the ordinances or resolutions approving the same, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within 30 days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause. No event of force majeure will be deemed to have occurred until such notice has been provided.

7.6 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by (a) hand delivery; (b) United States certified mail, postage prepaid; (c) facsimile; or (d) a nationally recognized overnight delivery service to the following addresses:

Developer:

Dierbergs Osage Beach, LLC
c/o Dierbergs Markets, Inc.
16690 Swingley Ridge Road
Chesterfield, Missouri 63017
Attention: Jerry Ebest
Facsimile: (636) 812-1607

City:

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

with a copy to:

David Bushek
Gilmore & Bell, P.C.
Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

and a copy to:

City Attorney
City of Osage Beach
Osage Beach City Hall
1000 City Parkway
Osage Beach, Missouri 65065

District:

Dierbergs Osage Beach TDD
c/o Dierbergs Markets, Inc.
16690 Swingley Ridge Road
Chesterfield, Missouri 63017
Attention: Chairman
Facsimile: (636) 812-1607

with a copy to:

Carmody Macdonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attention: Kevin M. Cushing
Facsimile: (314) 854-8661

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

7.7 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

7.8 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

7.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.10 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.11 Limited Recourse; Representatives Not Personally Liable. Subject to the provisions of Section 7.3.2 and 7.4 of this Agreement, whenever a transfer occurs in the ownership of all or any portion of the Property, the transferor shall have no further liability for any breach of covenants occurring thereafter under this Agreement with respect to the transferred Property. The City and the District hereby agree to look solely to any performance bond or similar security instrument delivered to the City by the Developer or the Construction Manager, if any, or to the Developer's interest in the Property for the recovery of any judgment against the Developer, it being agreed that the Developer, its partners, directors, officers, members, managers, shareholders, agents, employees or representatives shall never be personally liable for such judgment. Likewise, no official, agent, employee, or representative of the City shall be personally liable to the Developer, and no partners, directors, officers, members, managers, shareholders, agents, employees, or representative of the Developer shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.12 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and, certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision, absent this Agreement.

7.13 Mutual Release. Neither the City, the District nor the Developer shall be liable to the others for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either

the City, the District or the Developer is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City, the District and the Developer shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, the District and the Developer and not of any of their governing body members, officers, agents, servants or employees in their individual capacities.

7.14 Attorneys' Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default hereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorneys' fees and expenses, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

7.15 Authorization and Capacity. The Developer, the District and the City each represent to the other parties that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the Developer, the District and the City, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other copies of such corporate resolutions, ordinances, certificates and agreements as the other shall require in order to confirm such authority and capacity of the Developer, the District and the City and of the persons executing documents in connection herewith.

7.16 Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Developer shall provide the City with an affidavit and documentation meeting the requirements of Section 285.530, RSMo. Such affidavit and documentation shall also be provided to the District prior to its ratification of this Agreement.

(The remainder of this page is intentionally left blank.)

**COUNTERPART SIGNATURE PAGE TO
TRANSPORTATION DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by Developer the _____ day of _____, 2011.

“DEVELOPER”

DIERBERGS OSAGE BEACH, LLC

By: _____
Name: _____
Title: _____

**COUNTERPART SIGNATURE PAGE TO
TRANSPORTATION DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by City the _____ day of _____, 2011.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Penny Lyons, Mayor

(SEAL)

ATTEST:

Diann Warner, City Clerk

**COUNTERPART SIGNATURE PAGE TO
TRANSPORTATION DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by District the _____ day of _____, 2011.

“DISTRICT”

DIERBERGS OSAGE BEACH
TRANSPORTATION DEVELOPMENT
DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A**Legal Description of the Property**

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° 28' 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.

Appurtenant perpetual non-exclusive easement for ingress and egress, for parking purposes and the right to improve and maintain the ground surface across a tract shown on and described as Easement A designated "Parking Easement" on survey recorded in Book 25 page 9 and perpetual easement for the installation, maintenance and repair of a well and water system, ingress and egress, parking and right to improve and maintain the ground surface across a tract shown on and described as Easement B designated "Well Easement" on survey recorded in Book 25 page 9 dated July 27, 1984 and recorded July 27, 1984 in Book 260 page 101 together with terms, conditions and provisions contained in Agreement dated May 6, 1985 and recorded May 20, 1985 in Book 270 page 516. All of Well Easement "B" created by instruments recorded in Book 260 page 101 and in Book 270 page 516 and as shown on Plat of Survey recorded in Book 25 page 9 was conveyed to Osage Water Company, a Missouri Corporation by instrument dated April 28, 1993 and recorded May 12, 1993 in Book 380 page 872, subsequent thereto Osage Water Company executed two (2) Deed of Trusts dated February 15, 2001 and recorded March 6, 2001 in Book 210 page 59 and Book 210 page 61 (with other property).

EXHIBIT C
Form of Petition

EXHIBIT D**Form of Certificate of Reimbursable Transportation Project Costs****CERTIFICATE OF REIMBURSABLE TRANSPORTATION PROJECT COSTS**

To: Dierbergs Osage Beach
 Transportation Development District
 c/o Dierbergs Markets, Inc.
 16690 Swingley Ridge Road
 Chesterfield, MO 63017
 Attn: Chairman

Re: Dierbergs Osage Beach Transportation Development District Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Transportation Development Agreement dated as of _____, 2011 (the "Agreement"), among the City of Osage Beach, Missouri (the "City"), Dierbergs Osage Beach, LLC (the "Developer"), and the Dierbergs Osage Beach Transportation Development District (the "District"). In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1, attached hereto and incorporated herein by reference, is a Reimbursable Transportation Project Cost and was incurred in connection with the construction of the Transportation Project.
2. These Reimbursable Transportation Project Costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on Schedule 1 has not been previously paid or reimbursed by the District and no part thereof has been included in any other Certificate of Reimbursable Transportation Project Costs previously filed with the District.
4. There has not been filed with or served upon the District any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
6. If any cost items to be reimbursed under this Certificate of Reimbursable Transportation Project Costs is deemed not to constitute "Reimbursable Transportation Project Costs" within the meaning as defined in the Agreement, the District shall have the right to substitute other eligible Reimbursable Project Costs for payment thereunder.
7. The sum of this Certificate of Reimbursable Transportation Project Costs together with any other Certificate of Reimbursable Transportation Project Costs previously filed with the District, in aggregate, do not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

(The remainder of this page is intentionally left blank)

Dated this _____ day of _____, 20__.

DIERBERGS OSAGE BEACH, LLC

By: _____
Name: _____
Title: _____

Approved for payment this _____ day of _____, 20__.

DIERBERGS OSAGE BEACH TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

Schedule 1

to Certificate of Reimbursable Transportation Project Costs

Reimbursable Transportation Project Costs

<<Form>>

	Payee and Address	Description	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

Total Reimbursable Transportation Project Costs

<<Attach all itemized invoices, receipts or other information to allow the District to confirm that the foregoing amounts advanced by the Developer constitute Reimbursable Transportation Project Costs>>

EXHIBIT E**Form of Certificate of Substantial Completion****CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, Dierbergs Osage Beach, LLC (the "Developer"), pursuant to that certain Transportation Development Agreement dated as of _____, 2011 (the "Agreement"), among the City of Osage Beach, Missouri (the "City"), the Developer, and the Dierbergs Osage Beach Transportation Development District (the "District"), hereby certifies to the District as follows:

1. That as of _____, 20__, the construction of the Transportation Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The construction of the Transportation Project has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as that term is defined in the Agreement), subject to changes that are permissible under the Agreement and changes that have been approved if required under the Agreement.
3. This Certificate of Substantial Completion is accompanied by the project architect's owner representative's certificate of substantial completion on AIA Form G-704, a copy of which is set forth in Appendix A, attached hereto and incorporated herein by reference, certifying that the Transportation Project has been substantially completed in accordance with the Agreement.
4. Copies of final lien waivers received by the Developer from its general contractor (and subcontractors, to the extent required by the Developer) for the Transportation Project are set forth in Appendix B, attached hereto and incorporated herein by reference.
5. This Certificate of Substantial Completion is being issued by the Developer to the Dierbergs Osage Beach Transportation Development District (the "District") in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the Transportation Project.
6. Upon such acceptance by the District, the Developer may record this Certificate of Substantial Completion in the office of the Camden County Recorder of Deeds. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

DIERBERGS OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

[_____]

By: _____

Name: _____

Title: _____

DIERBERGS OSAGE BEACH
TRANSPORTATION DEVELOPMENT
DISTRICT

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

**Appendix A
to the Certificate of Substantial Completion**

Project architect's owner representative's certificate of substantial completion on AIA Form G-704

**Appendix B
to the Certificate of Substantial Completion**

Copies of all final lien waivers

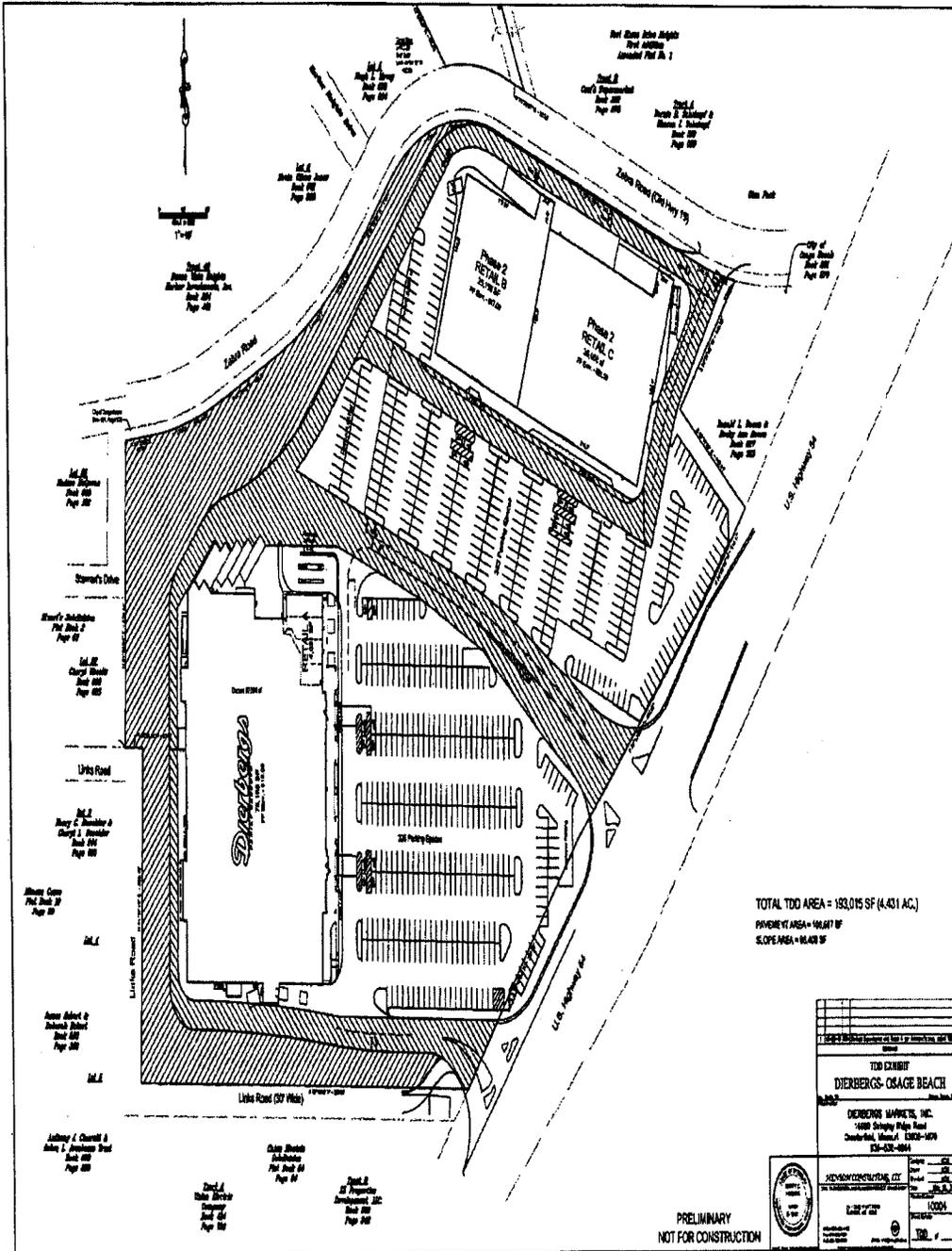
EXHIBIT F**Schedule of Reimbursable Transportation Project Costs****Dierberg's Orange Beach Transportation Development District**
Estimated TDD Eligible Expenses

Category	Units	Unit Cost	Total Cost	Percentage
<u>Land Area Acquisition (onsite)*</u>	193,015 sf	\$9.51	\$1,652,015	42.02%
<u>Onsite Construction Costs</u>				
Engineering	Lump sum		\$88,000	2.24%
Concrete Curb and gutter	3,245 lf	\$16.00	\$51,920	1.32%
Heavy Duty Asphalt Paving	3,948 sy	\$28.50	\$112,530	2.86%
Retaining Walls supporting roadways	Lump sum		\$303,549	7.72%
Retaining Wall adjacent to HWY 54	Lump sum		\$41,760	1.06%
Landscaping	Lump sum		\$110,160	2.80%
Site Lawn Irrigation	Lump sum		\$84,240	2.14%
Ornamental Fence and Handrails	405 lf	\$65.00	\$26,325	0.67%
Guard Rail	600 lf	\$35.00	\$21,000	0.53%
	Subtotal Onsite Construction Costs		\$839,484	21.35%
<u>Offsite Construction Costs</u>				
Engineering	Lump sum		\$125,000	3.18%
Demolition of Existing Pavement	Lump sum		\$24,000	0.61%
New Pavement 8" concrete base	1515 sy	\$48.00	\$72,720	1.85%
Asphalt Overlay 2" over concrete	1515 sy	\$14.00	\$21,210	0.54%
6" Concrete Curb	600 lf	\$22.00	\$13,200	0.34%
New Raised Islands	711 sy	\$65.00	\$46,215	1.18%
Dowel into existing pavement	546 each	\$10.00	\$5,460	0.14%
New striping	Lump sum		\$9,000	0.23%
Guard Rail	230 lf	\$35.00	\$8,050	0.20%
Traffic Control	Lump sum		\$12,000	0.31%
Site layout and testing	Lump sum		\$15,500	0.39%
Sidewalks	1270 sf	\$5.00	\$6,350	0.16%
Earth Backfill	140 cy	\$32.00	\$4,480	0.11%
Seed and sod	2450 sy	\$5.00	\$12,250	0.31%
	Subtotal Offsite Construction Costs		\$375,435	9.55%
<u>Utility Relocation/Adjustment Cost</u>				
Relocate two (2) power lines by Links Road	Lump sum		\$160,000	4.07%
Adjust fiber optic manhole	Lump sum		\$20,000	0.51%
	Subtotal Utility Relocation Costs		\$180,000	4.58%
<u>Construction General Conditions at 8%</u>				
			\$111,593	2.84%
<u>Construction Fee at 4%</u>				
			\$60,260	1.53%
<u>Construction Contingency at 10%</u>				
			\$156,677	3.98%
<u>Construction Management Consultant at 2%</u>				
			\$34,469	0.87%
	Total Construction Costs		\$1,757,919	44.71%
<u>Softcosts for TDD related work</u>				
Retaining Wall engineering	n/a		\$12,000	0.31%
Civil engineering site	n/a		\$25,000	0.64%
Compaction testing and quality control	n/a		\$38,000	0.97%
Site surveying and field staking	n/a		\$18,000	0.46%
Traffic Engineering	n/a		\$120,000	3.05%
Legal Fees	n/a		\$100,000	2.54%
	Total Softcosts for TDD Related Work		\$313,000	7.96%
<u>Interest Expense*</u>				
			\$208,911	5.31%
	GRAND TOTAL ELIGIBLE TDD COSTS		\$3,931,845	100.00%

*Ground Cost assumes a ten percent (10%) discount from fee ownership value

[Which of these costs are for the City Transportation Project?]

EXHIBIT G
Concept Site Plan



[This may need more detail if this is to be approved by the Agreement, as stated in the text – review with Public Works.]

EXHIBIT H**Form of District's Bidding and Contracting Guidelines****DIERBERGS OSAGE BEACH TRANSPORTATION DEVELOPMENT DISTRICT
BIDDING AND CONTRACTING GUIDELINES****General Provisions****1. Institution of Proceedings:**

All proceedings to undertake the construction of any project, except emergency work or repairs requiring prompt attention and ordinary maintenance work, shall be limited to those projects approved in the Judgment and Order Organizing a Transportation Development District entered on _____, 2011, by the Camden County Circuit Court, or additional projects approved by the qualified voters of the District in accordance with Section 238.257 of the Missouri Transportation Development District Act, Section 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act").

2. When Bids are Required, Emergency Procedures:

All public improvements constructed or made at the expense of the District costing more than \$5,000, and all public purchases of personal property worth more than \$1,000, shall be let by contract to the lowest and best bidder. No purchase shall be subdivided in order to avoid the bidding requirements set forth in this paragraph.

In case of emergency which requires immediate purchase of supplies or services and time is of the essence, the District shall be empowered to authorize the purchase or to secure the services needed without complying with the procedures as set forth in this section.

Bidding Procedure**1. Procedural Requirements:**

The District and all parties contracting with or on behalf of the District shall follow the procedure set forth below in relation to all bids:

- a. At least three bids shall be solicited;
- b. All bids shall be in writing;
- c. All bids shall contain the following information: Name of the firm, experience of the firm and its ability to meet time schedules, and the cost of services, outside consultants and associates usually retained, if applicable;
- d. A summary of bids received shall be entered upon the records of the District for public inspection. Thereinafter, and within a reasonable time, the District shall make a decision to accept a bid or reject any or all bids, and shall give reasons for this decision;

- e. The District shall have the authority to reject any and all bids and re-advertise or re-solicit bids whenever it is deemed to be in the best interest of the District.

2. Evaluating the Bids:

After the District has reviewed and investigated all bids received, it will consider the following factors in determining the lowest and best bidder:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract to provide the services promptly or within the required time period without delay or interference;
- c. The quality of performance of previous contracts or services;
- d. The previous and existing compliance by the bidder with applicable laws and ordinances;
- e. The financial resources and the ability of the bidder to perform the contract or provide the service;
- f. The quality, availability and adaptability of the supplier or services.

3. Rejection of Bids:

The District may reject any and all bids, in its discretion, if such bids do not conform to the requirements of the plans, specifications and profiles or if the bids exceed the consulting engineer's cost estimates.

Awarding the Contract

1. Requirements for Contract:

The District or its designee and the successful bidder shall enter a written contract which sets forth the terms thereof, provides for the completion of such work according to the plans and specifications and within the time agreed upon, and prescribes the manner in which payment for the same shall be made. Further, the contract shall provide that in no event is the District or its designee liable for any negligence causing or tending to cause damage to private property, or for the payment of any sum whatever for work done under such contract except as provided in the contract. Also, the proposal sheet, instructions to bidders, the accepted bid, maps, plans and specifications and profiles shall be attached to such contract and made a part thereof.

As a part of each contract, the District or its designee shall reserve the right to make any additions to, omissions from, changes in substitutions for the work or materials called for by the plans and specifications. Further, the contract shall provide that the District or its designee is not liable for any additional work or material unless the District or its designee agrees to such work or material and the cost thereof.

2. Performance and Payment Bonds:

Prior to the commencement of the work on any public works contract in excess of \$25,000, the District or its designee will require that the bidder furnish a performance bond and a labor and material payment bond in the full amount of the contract price, conditioned on the bidder faithfully and completely complying with all the terms and conditions of the contract, and the bidder paying for all labor and material employed that are used in the work and provided for in such contract, paying all insurance premiums and holding the District or its designee harmless on account of any damage which may accrue to any person by reason of the negligence of such bidder in performing such work or against any liens growing out of such labor performed or materials furnished. In lieu of such performance bond and labor and material bond, the District may accept a letter of credit or other similar security instrument in the full amount of the contract price. In lieu of providing such performance bond and labor and material bond or such letter of credit or other similar security instrument to the District, such performance bond and labor and material payment bond or any such letter of credit or other similar security instrument may be provided to the Missouri Highways and Transportation Commission or the applicable local transportation authority that will enter into a mutually satisfactory agreement with the District regarding ownership and future maintenance of the public works to be undertaken by the bidder.

3. Prevailing Wage; Excessive Unemployment:

All contracts for the construction of public works shall provide that all contractors and subcontractors, exclusive of those contractors or subcontractors performing maintenance work, shall be paid the prevailing hourly wage that is paid for work of similar character in the locality of the City of Osage Beach, Missouri, as provided for in the prevailing wage determination on file with the District or the City of Osage Beach, Missouri. Such a requirement shall extend only to those workmen employed directly by contractors or subcontractors in actual construction work on the job site for the project or in hauling materials or equipment for some phase of the construction to the job site for the project, other than the mere transportation to the site of construction. All contracts for the construction of public works shall comply with the requirements of Sections 290.550 through 290.580, RSMo., for employing Missouri residents during times of excessive unemployment.

4. Contracts for Professional Services; Prohibition against Contingent Fees:

Any contract entered into by the District for architectural, engineering, land surveying or other professional services must be negotiated at a fair and reasonable price on the basis of demonstrated competence and qualifications for the type of services required. Each contract entered into by the District for professional services shall contain a complete prohibition against any contingent fees. The District may determine that a single feasible procurement source for the purchase of contractual services exists based upon at least one (1) of the following criteria:

- A. Contractual services are proprietary and only available from a single vendor; or
- B. It is determined that only one (1) vendor services the region; or
- C. When contractual services are available at a discount from a single vendor for a limited period of time; or
- D. When the purchase involves specialized consulting or technical services for a project with specific circumstances that require a unique combination of abilities or expertise to perform the services required; or

- E. When extraordinarily unique facts or special circumstances exist resulting in significant cost savings to the District.

5. Conflicts of Interest:

The District shall not execute any contract within the purview of the District in which any District officer is financially interested, directly or indirectly, except that before the execution of a contract, the District shall nonetheless have the authority to execute such a contract in compliance with this section if the District finds such action to be in the best interest of the District and if the interested officer does not participate in any deliberations or actions in connection with approval of the contract, except for any ministerial actions related to the individual's duties as an officer of the District.

Submission Date: October 25, 2011

Submitted By: City Engineer

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-65 – To remove and establish legal Electrically Operated Traffic Signals at various intersections along Highway 54 also known as Osage Beach Parkway and U.S. Highway 54 by ordinance.

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

Residents, visitors, and city staff

Why is Board Action Required?

Board action is required to modify existing ordinances.

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

Request first and second readings of Bill 11-65.

Are there any deadlines associated with this action?

The signals are no longer on Highway 54, they are on Osage Beach Parkway.

Comments and Recommendation of Department:

When the Highway 54 Expressway project opens on the west side of town, the “Old Highway 54” will be renamed to Osage Beach Parkway. There are multiple electronic signals that need to be renamed. The following traffic signals need to be renamed in the ordinances:

Osage Beach Parkway at Jeffries Road
Osage Beach Parkway at Case Road
Osage Beach Parkway at KK
Osage Beach Parkway at Nichols

U.S. Highway 54 at Nichols Road
U.S. Highway 54 at Route KK

The Engineering Department recommends approval of the ordinance. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF AND REMOVAL OF ELECTRIC SIGNALS AS INDICATED HEREIN.

WHEREFORE, the construction of a new Highway 54 through the city has allowed the city to re-designate the current Highway 54 as Osage Beach Parkway makes it necessary of re-designate certain newly renamed roads and intersections in the traffic code,

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

Section 1. That Schedule VII. ELECTRIC SIGNALS of the Osage Beach Code of Ordinances be amended by deleting the following electric signals located along Hwy. 54 from Schedule VII. ELECTRIC SIGNALS:

Hwy. 54 at Jeffries Road
Hwy. 54 at Case Road
Hwy. 54 at KK
Hwy. 54 at Nichols Road

Section 2. That Schedule VII. ELECTRIC SIGNALS of the Osage Beach Code of Ordinances be amended by adding the following electric signals located along Osage Beach Parkway (a roadway formerly known as U.S. Highway 54) and U.S. Highway 54 to Schedule VII. ELECTRIC SIGNALS:

Osage Beach Parkway at Jeffries Road
Osage Beach Parkway at Case Road
Osage Beach Parkway at KK
Osage Beach Parkway at Nichols Road
U.S. Highway 54 and Nichols Road,
U.S. Highway 54 and Route KK

Section 3. That in all other respects, Schedule VII, Electric Signals, remains the same.

Section 4. Severability

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

Section 5. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be

affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 6. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____; READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2011.

I hereby certify that the above Ordinance No. 11.65 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____

Abstaining _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE the above Ordinance No. 11.65.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 26, 2011

Submitted By: City Engineer

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-66 - To remove various speed limit signs on various streets, and to establish speed limit signs on the streets to change the reference within the Traffic Code Schedule I. Speed Limits from Highway 54 to Osage Beach Parkway and establish speed limit signs on U.S. Highway 54.

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

Residents, visitors, Department of Public Safety, MoDOT, and other City Staff.

Why is Board Action Required?

In order to be legally enforceable, regulatory signs must be located and established as such by ordinance.

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

Request first and second readings of Bill 11-66.

Are there any deadlines associated with this action?

The signs are as a result of the renaming of the old Highway 54 to Osage Beach Parkway and construction of the new U.S. Highway 54.

Comments and Recommendation of Department:

These speed limit signs are needed for safety of the public.

The Engineering Department recommends approval of this ordinance and would like a first and second reading.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION I, SPEED LIMITS, BY DELETING THE SPEED LIMIT SIGNS LOCATED ON U.S. HIGHWAY 54 FROM THE EAST CORPORATE LIMITS TO THE WEST CORPORATE LIMITS AND REINSTATES VARIOUS SPEED LIMITS.

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

Section 1. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by deleting the 50 MPH speed limit signs located on U.S. Highway 54 from Swiss Village Road to west corporate limits from Schedule I. SPEED LIMITS.

Section 2. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by adding 50 MPH speed limit signs on Osage Beach Parkway from State Road KK to west corporate limits to Schedule I. SPEED LIMITS.

Section 3. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by deleting the 45 MPH speed limits signs located on Grand Glaize Bridge, from 400 feet east to a location 1,400 feet west of the State Road KK and Highway 54 intersection also known as the intersection of Highway 54 and Swiss Village Road from Schedule I. SPEED LIMITS.

Section 4. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by deleting the 65 MPH speed limit signs located on U.S. Highway 54 from the east corporate limits to 400 feet east of the Grand Glaize Bridge.

Section 5. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by adding 65 MPH speed limit signs located on U.S. Highway 54 from the east corporate limits to the west corporate limits.

Section 6. That in all other respects, Schedule I, Speed Limits, remains the same.

Section 7. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____; READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2011.

I hereby certify that Ordinance No. 11.66 was duly passed on November _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____
Abstain _____ Absent _____

Ordinance No. 11.66 is hereby transmitted to the Mayor for her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby approve Ordinance No. 11.66.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 25, 2011

Submitted By: City Engineer

Board Meeting Date: November 3, 2011

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

Description of Item:

Bill 11-67 - Removal and placement of Stop Signs by ordinance.

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

Residents, visitors, and City staff

Why is Board Action Required?

The only way to modify an ordinance is by ordinance

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

Request first and second readings of Bill 11-67.

Are there any deadlines associated with this action?

MoDOT will be opening the section of the Highway 54 Expressway from the Grand Glaize Bridge to the southern city limits and stop signs must be removed and renamed along existing Highway 54 also known as Osage Beach Parkway. With this being the case, the roadway name will change so the stop signs will now be identified correctly by ordinance.

Comments and Recommendation of Department:

Due to the Missouri Department of Transportation construction, the stop signs at various locations along existing Hwy. 54 from the Grand Glaize Bridge to the southern city limits must be removed and renamed.

The Engineering Department recommends approval of the ordinance. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF AND REMOVAL OF STOP SIGNS AS INDICATED HEREIN.

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

Section 1. That Schedule II. STOP SIGNS of the Osage Beach Code of Ordinances be amended by deleting the following stop signs located along Hwy. 54 from Schedule II. STOP SIGNS:

- Airport Road at Hwy. 54
- Forrester Road at Hwy. 54
- Glaize Shopping Center at Hwy. 54
- Highway 54 and the intersection of Key Largo Road
- Hospital Drive at Hwy. 54
- Industrial Drive at Hwy. 54
- Jeffries Road at Hwy. 54
- Kalfran Drive at Hwy. 54
- Laguna Beach Road at Hwy. 54
- Lazy Days Road at Hwy. 54
- Lighthouse Road at Hwy. 54
- Malibu Road at Hwy. 54
- Mariner Circle at Hwy. 54
- Murphy Road at Hwy. 54
- Oak Road at Hwy. 54
- Ozark Care Drive at Hwy. 54
- Public Beach Road at Hwy. 54
- Rowan Road at Hwy. 54
- Swiss Village Road at Hwy. 54
- Unnamed street formerly known as Broadwater Lane, the first road east of Case Road at Highway 54
- Winn Road at Hwy. 54

Section 2. That Schedule II. STOP SIGNS of the Osage Beach Code of Ordinances be amended by adding the following stop signs located along U.S. Highway 54 and Hwy. 54 also known as Osage Beach Parkway to Schedule II. STOP SIGNS:

- Airport Road at Osage Beach Parkway
- Creek Cove Lane at Hwy. 54
- Forrester Road at Osage Beach Parkway
- Glaize Shopping Center at Osage Beach Parkway
- Hospital Drive at Osage Beach Parkway
- Industrial Drive at Osage Beach Parkway
- Key Largo Road at Osage Beach Parkway
- Key Largo Road at U.S. Highway 54 in an easterly direction
- Key Largo Road at U.S. Highway 54 in a westerly direction
- Kalfran Drive at Osage Beach Parkway
- Laguna Beach Road at Osage Beach Parkway
- Lazy Days Road at Osage Beach Parkway

000120

Malibu Road at Osage Beach Parkway
Mariner Circle at Osage Beach Parkway
Murphy Road at Osage Beach Parkway
Oak Road at Osage Beach Parkway
Ozark Care Drive at Osage Beach Parkway
Public Beach Road at Osage Beach Parkway
Rowan Road at Osage Beach Parkway
Unnamed street formerly known as Broadwater Lane, the first road east of Case Road at
Osage Beach Parkway
Winn Road at Osage Beach Parkway
U.S. Highway 54 westbound ramp at Case Road
U.S. Highway 54 eastbound ramp at Case Road

Section 3. That in all other respects, Schedule II, Stop Signs, remains the same.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____; READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2011.

I hereby certify that the above Ordinance No. 11.67 was duly passed on _____, 2011 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____
Abstaining _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby approve Ordinance No. 11.67.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 19, 2011

Submitted By: Mayor

Board Meeting Date: November 3, 2011

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

Description of Item:

Appointment to the Planning Commission

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

The City, citizens and Planning Commission members.

Why is Board Action Required?

Board must approve appointments as required by RSMo. 89.320(3).

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

Motion.

Are there any deadlines associated with this action?

No immediate deadline.

Comments and Recommendation of Department:

Roger Rand is a local businessman who has served on the Infrastructure Committee and continues to serve on the Citizen's Advisory Committee. Mr. Rand is a resident of Ward III. The term expires May 2015. Recommend approval of the appointment.

City Administrator Comments and Recommendation:

Concur with the recommendation of Mayor Lyons.

Submission Date: October 19, 2011

Submitted By: Mayor

Board Meeting Date: November 3, 2011

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

Description of Item:

Appointment to the Board of Adjustment

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

The City, citizens and committee members

Why is Board Action Required?

Board must approve the appointment as required by RSMo. 89.080.

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

Motion

Are there any deadlines associated with this action?

Yes.

Comments and Recommendation of Department:

George Baker has served on several City committees. He was very active on the Public Infrastructure Committee. Mr. Baker has consolidated some of his personal businesses and wants to volunteer to serve as an alternate on the Board of Adjustment. He resides in Ward III. Recommend the Board approve the appointment.

City Administrator Comments and Recommendation:

Concur with the recommendation of Mayor Lyons.

Submission Date: October 27, 2011
Submitted By: City Administrator
Board Meeting Date: November 3, 2011

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

Description of Item:

Ratification of City Mission Statement, adding new Alderman.

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

Elected Officials, City Staff, all persons who live in or have contact with the City of Osage Beach.

Why is Board Action Required?

The Governing Body adopts the mission and vision for the City.

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

Motion: To ratify and confirm City Mission Statement.

Are there any deadlines associated with this action?

No.

City Administrator Comments and Recommendation:

In reviewing this document for placement in the 2012 Budget, it was noted that a change needed to be made adding Alderman Catcott. An updated copy of the Mission Statement is attached. So that all City Staff may have an original document, copies will be distributed for each Elected Official to sign.



Mission Statement

Our mission is to provide superior municipal services and conduct all City business with openness and integrity, and to be recognized as a safe and appealing place to live, a supportive environment to conduct business, and a premier visitor destination.

Adopted by the Board of Aldermen of the City of Osage Beach, November 1, 2001. Readopted and ratified by the Board of Aldermen, November 3, 2011.

By our signatures affixed hereto, we the undersigned hereby adopt the Mission Statement of the City of Osage Beach and pledge to uphold it.

Penny Lyons, Mayor

Steven Kahrs
President of the Board of
Aldermen

Ron Schmitt
Alderman

Kevin Rucker
Alderman

Lois Farmer
Alderman

John Olivarri
Alderman

Fred Catcott
Alderman

Submission Date: October 27, 2011
Submitted By: Human Resource Generalist
Board Meeting Date: November 3, 2011

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

Description of Item:

Move the City's Property and Liability coverage to Midwest Public Risk.

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

City of Osage Beach, Insurance Providers

Why is Board Action Required?

Board approval needed to move from current property and liability carrier, MoPerm to Midwest Public Risk.

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

Motion to approve moving property and liability coverage to Midwest Public Risk.

Are there any deadlines associated with this action?

Yes. Insurance renews January 1, 2012

Comments and Recommendation of Department:

Midwest Public Risk is a member driven public entity pool that provides Employee Benefits, Workers' Compensation, and Property and Liability coverage. It provides public entities an opportunity to be self-insured and at the same time share the risk with a pool of other public entities. The members are represented on the advisory committees as well as the Board of Directors. The City has been participating in the Employee Benefits program since 2002 and the Workers' Compensation program since 2007. What is unique about Midwest Public Risk compared to other similar pools is the service it provides to its members. Services offered to members at no additional

cost regarding the risk management services are: pre-litigation consulting for employment practices, law enforcement, and planning and zoning; employment practices review, membership scholarships for local and national conferences, WeTip-Crime/Vandalism Reporting, online training through LocalGovU, Risk Prevention Advisories, and the Lexipol Law Enforcement Program. In addition Midwest Public Risk provides a loss control credit and recognition program. Members receive 3% of their contribution in a loss control credit account to be used for risk management programs and another 2% returned if the member meets the requirements of the Loss Control Program. The City has received a little over \$20,000 since 2007 from these two programs for the Workers' Compensation program.

Midwest Public Risk's quote for 2012 of \$162,957 (based on 2011 property values) is \$20,484 less than what the City paid for property and liability coverage in 2011. Therefore with the cost savings combined with services offered it is recommended that the City move its property and liability coverage to Midwest Public Risk.

City Administrator Comments and Recommendation:

Staff does not feel a formal bid process is needed for property and liability coverage. Due to Midwest Public Risk being a pool of public entities that are self insured and performs the bid process for coverage as a group a formal bid process is not legally required per Section 537.620 of state statutes. Also in late 2010 Naught Naught Insurance did a price comparison for property and liability coverage among companies they have access to (which did not include Midwest Public Risk) and MoPerm was the lowest at the time.

In addition the City staff is extremely pleased with the service provided by Midwest Public Risk as well as the concept of not being an insurance company but a self insured pool that is member driven. The philosophy of the self insured pool gives the opportunity for dividends returned to its members. The worker's compensation program has returned dividends to members in the amount exceeding \$7 million in recent years.

Midwest Public Risk
Quote - Osage Beach

<u>Program Contribution Summary -</u>	<u>MPR:</u>
Property:	62,828
Earthquake & Flood:	Included
Inland Marine:	Included
General Liability / EBL (includes med mal)	17,301
Public Official Liability:	4,623
Employment Practices Liability:	27,861
Law Enforcement Liability	8,522
Automobile (AL/Garagekeepers + APD)	26,204
Crime:	Included
Airport Liability	14,718
Total Program Cost	162,057

<u>Property</u>	
Limit:	350,000,000
Business Personal Property	Included
Coinsurance?	No
Deductible:	2,500

<u>Earthquake Limit:</u>	10,000,000
EQ Deductible	2,500

Additional Premium	
<u>Flood Limit:</u>	10,000,000
Flood Deductible	2,500
Additional Premium	

<u>Business Income / Extra Expense</u>	
Limit:	10,000,000
Includes tax income interruption?	Yes

<u>Inland Marine/Equipment</u>	
Coverage Limits:	Included in Property
Deductible	1,000

Miscellaneous Property
Commercial Articles

<u>Data Processing</u>	
Hardware Limit:	Included
Software Limit:	Included
Data Processing Deductible:	1,000

<u>Crime Coverage</u>	
Limit:	1,000,000
Deductible:	1,000

<u>Boiler</u>	
Coverage Limits:	Included In Property
General Deductible:	1,000

<u>General Liability</u>	
Occurrence Coverage:	Yes
Limits -	Per Section 537.600
Each Occurrence	Sov Immunity + \$1,000,000
Personal/adv. Inj.	Sov Immunity + \$1,000,000
General Aggregate	20,000,000

**Midwest Public Risk
Quote - Osage Beach**

Program Contribution Summary -	MPR
Prod/comp.op. Agg.	20,000,000
Medical Payments	5,000
Deductible:	1,000
Sewer Backup Deductible:	10,000

Employee Benefit Liability

Coverage Form: Occurrence

Limits: Same As All Liability Lines

Deductible: 1,000

Public Official Liability

Form: Claims Made

Retro Date: 5 Years

Limits Of Liability: Same As All Liability Lines

Deductible: 1,000

Employment Practices Liability

Form: Claims Made (EPL Same As PO)

Retro Date: 5 Years

Limits Of Liability: Same As All Liability Lines

Deductible: 1,000

Defense Cost Inside The Limits

Law Enforcement Liability

Form: Occurrence

Limits Of Liability: Same As All Liability Lines

Deductible: 1,000

Prior Acts Coverage: 5 Years

Automobile Liability

Liability Limits: Same As All Liability Lines

Uninsured/under. Motorist: 100,000/200,000

Medical Payments: 5,000

Auto Liability Deductible: 1,000

Auto Physical Damage

Auto Physical Damage Deduct -

Collision: 500

Comprehensive: 500

Hired Physical Damage

Limit: Rcv Per Vehicle

Deductible: 500

Submission Date: October 18, 2011

Submitted By: Chief of Police

Board Meeting Date: November 3, 2011

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

Description of Item:

Purchase 24 Channel Digital Recorder

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

Nelson Systems, Inc., City of Osage Beach

Why is Board Action Required?

Capital Purchase

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

Motion to award bid to Nelson Systems, Inc., in the amount of \$18,524.

Are there any deadlines associated with this action?

This item was budgeted for 2011 and we would like to purchase it this year.

Comments and Recommendation of Department:

Three bids were received for a Digital Video Recorder from our published RFP on September 16, 2011. I recommend accepting the lowest bid of \$18,524.00 which includes the 2nd year support, from Nelson Systems, Inc.

This system will be replacing a unit that is over six years old and not capable of running on the current server due to the old operating system.

This system records all phone and radio traffic that comes into the communications center.

This item was budgeted on line item 10-15-774267, Communication Equipment in the amount of \$24,000.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Police Chief.

Submission Date: October 25, 2011
Submitted By: Public Works Superintendent
Board Meeting Date: November 3, 2011

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

Description of Item:

Purchase Leaf Collector

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

Citizens, staff, visitors

Why is Board Action Required?

Capital purchase

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

Motion to purchase leaf collector from ODB for the amount of \$29,775.

Are there any deadlines associated with this action?

As soon as possible

Comments and Recommendation of Department:

This is vacuum leaf collector to be used in our annual leaf pick up. Two vendors responded with ODB having the low bid of \$29,775.00. The budgeted amount is \$30,000. Staff recommends the bid be awarded to ODB. This will be charged to 20 774255.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Superintendent.

BID OPENING

Leaf Collector

October 17, 2011

2:00 p.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Nancy Clark.

Bidder Name		Amount of Bid
ODB Company	(John Deere)	\$29,775.00
Key Equipment and Supply	(XTREMEVAC)	\$32,599.00

Submission Date: October 12, 2011
Submitted By: Public Works Superintendent
Board Meeting Date: November 3, 2011

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

Description of Item:

Purchase Deicing Salt

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

Citizens, staff, visitors and Cargill Deicing Technology.

Why is Board Action Required?

Over \$5,000

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

Motion to purchase deicing salt from Cargill Deicing Technology.

Are there any deadlines associated with this action?

As soon as possible

Comments and Recommendation of Department:

Bids were sent out for deicing salt for 2011-2012 to seven vendors with three responding:

Independent Salt	\$77.22 per ton
Morton Salt	\$84.05 per ton
Cargill Deicing Tech	\$72.84 per ton

The reserved quantity is 600 tons and we will order on an as need basis, not necessarily using the full 600 tons.

Staff recommends the bid be awarded to the low bidder, Cargill Deicing Technology.
This will be charged to 20 761600.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Superintendent.

Submission Date: October 27, 2011

Submitted By: City Engineer

Board Meeting Date: November 3, 2011

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

Description of Item:

Award the proposed Construction Contract No. OB11-016 for the Hwy 42 Water and Sewer Extension Phase 2 project.

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?

This phase 2 project involves the installation of water and sewer lines from phase 1 to the end of city limits along the Hwy 42 corridor.

Comments and Recommendation of Department:

Bids were opened on October 11, 2011. The apparent low bidder is Travis Hodge Hauling, LLC with a low bid of \$542,916.00. The Bid tab is attached.

Funding for this project comes from two accounts. On the water side funding is available from account 30-00-773178 in the amount of \$327,160. On the sewer side funding is available from account 35-00-773185 in the amount of \$516,539. The bid for water and sewer respectively is \$303,727 and \$239,189. We are under budget on sewer by an amount in excess of \$250,000.

This project has a parallel sewer line included for future expansion. Currently, we have received plans and specifications from the Kaiser Industrial Park for connection to City Sewer.

The Engineering Department has worked with Travis Hodge Hauling, LLC on projects in the past with positive results and recommends awarding the Hwy 42 Water & Sewer Extension Phase 2 project to Travis Hodge Hauling, LLC in the amount of \$542,916.00.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BID OPENING

Hwy 42 Water and Sewer Extension Phase II

October 11, 2011

10:00 a.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Nancy Clark.

Bidder Name	Amount of Bid
C & S Companies, Inc	\$693,243.00
Ken Kaufman & Sons Excavating, LLC	\$561,831.00
Ridge Hill Contractors, Inc.	\$748,978.00
Kolb Grading	\$627,391.00
Tribal Construction Co.	\$712,201.64
Travis Hodge Hauling, LLC	\$542,916.00
Rosetta Construction, LLC	\$615,898.00
Hutchins Telecom, LLC	\$602,221.00
JC Industries, Inc.	\$717,711.25