



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

NOTICE OF OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
NOVEMBER 4, 2010 – 6:30 P.M.
CITY HALL

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

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of 10/07/10; 10/14/10 (Page 01)
- Bills (Page 15)
- Liquor License (Applebee's Change of Managing Officer) (Page 42)

UNFINISHED BUSINESS

- A. Bill No. 10-59. Amending the Fireworks Ordinance to Limit the Display of Fireworks to the Hours of 6:00 p.m. to 10:00 p.m. Second Reading (Page 43)

NEW BUSINESS

- A. Public Hearing. Authorize Amendments to the Sign Ordinance. Metro Shopping Centers. (Page 46)
- B. Bill No. 10-68. Amendments to the Sign Ordinance. Metro Shopping Centers. First Reading. (Page 48)
- C. Request by Lake of the Ozarks Chamber of Commerce and Convention and Visitors Bureau. 2010 Holiday Lights Drive-Through Park. (Page 51)
- D. Resolution 2010-10. Intent to Annex. Stephen and Judy Taylor. (Page 54)
- E. Resolution 2010-11. Intent to Annex. Jason and Stephen Taylor. (Page 60)
- F. Bill 10-67. Authorize Mayor to Execute a Quit Claim Deed Vacating an Easement. Ewald and Nancy Toedebusch III. First and Second Readings. (Page 67)
- G. Bill 10-69. Authorize Mayor to Sign Quit Claim Deed as Successor in Interest to the Industrial Development Authority to Clear Title at High Pointe Shopping Center. (Page 72)
- H. Bill 10-70. Authorize Mayor to Sign Quit Claim Deed as Successor in Interest to the Industrial Development Authority to Vacate an Easement at High Pointe Shopping Center. (Page 89)
- I. Bill 10-71. Authorize Removal and Placement of Stop Signs in Various Locations. First and Second Readings. (Page 99)
- J. Bill 10-72. Authorize Mayor to Execute A/E Services Contract for General Services for Assistance with Highway 42 Water and Sewer Alignment and Task No. 1. First and Second Readings. (Page 103)
- K. Bill 10-73. Establish Speed Limits on Burton Duenke Lane and Highway 54. First and Second Readings. (Page 116)
- L. Bid Award. Authorize Mayor to Execute Contract for 2010 Storm Drainage Improvements to Strait-Line Construction USA, Inc. (Page 120)
- M. Bid Award. Deicing Salt to Cargill Deicing Technology. (Page 122)
- N. Approve the Sale of the 1985 International Cube Van via Auction-Style Sale. (Page 124)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

November 4, 2010

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, November 4, 2010, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman David Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. City Clerk Diann Warner was present and performed the duties of that office.

Mayor's Communications. On behalf of the City, Mayor Lyons thanked Ameren-Missouri for the dinner last night. Ameren provided information on the services they provide and presented updates on utility concerns.

Citizens Communications. Karen Bowman, a 25 year resident of Osage Beach, distributed an article that appeared in the *Branson Tourism Guide* in 2008 in which Branson advertised a fifth season, Christmas, which they have transformed into their biggest season. Mrs. Bowman said that they want to make Osage Beach a Christmas destination and the light park is a small step in that direction.

Pat Kessler was present to make the Board aware of the hazard that exists for motorists turning onto Beach Drive from Osage Beach Parkway South due to the inadequate turning radius. Mrs. Kessler presented a petition signed by 16 residents on Beach Drive and she asked that the petition be forwarded to interested parties as soon as possible. She also asked that Beach Road be widened. Mayor Lyons commented that the petition would be forwarded but Osage Beach Parkway is not a City street.

Russell Burdett was present to say that he would like to see the City attract tournaments to the Osage Beach City Park which would be good for hotels and restaurants. Mr. Burdett said the infields at the park are rough and have many rocks and need a lot of work.

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on October 7, 2010, the minutes of the meeting held on October 14, 2010, the bill list as submitted and a liquor license for Applebee's (change of managing officer). Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 10-59. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 210.720 AND SECTION 210.730 CONCERNING PERMITTING AND DISPLAY OF FIREWORKS (Floor Substitute)

Alderman Rucker moved to approve the floor substitute for Bill No. 10-59. Alderman Gasper seconded the motion which was voted on and passed.

Mayor Lyons presented the first reading of the floor substitute for Bill No. 10-59 by title only. It was noted that the floor substitute for Bill No. 10-59 has been available for public review. Alderman Olivarri moved to approve the first reading the floor substitute for Bill No. 10-59. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of the floor substitute for Bill No. 10-59 by title only. It was noted that Bill 10-59 has been available for public review.

Alderman Rucker moved to approve the second and final reading of Bill 10-59 as presented. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-59 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker. "Nays": None. Bill No. 10-59 was passed and approved as Ordinance No. 10.59.

New Business.

Public Hearing. Amendment to the Sign Ordinance regarding signs for Metro Shopping Centers.

City Planner Cary Patterson explained that this amendment to the sign ordinance is an attempt to create signage ability for large scale commercial development that will both serve the needs of future development as well as give the City the ability to control the number of free standing signs that are constructed on these sites. The intent is to provide for a better visual impact to the City's streets by reducing the number of free standing signs located within the community along with allowing future and existing developments that meet the defined criteria the ability to construct signage that is more efficient, visually pleasing, and takes advantage of new signage capabilities and technology in their presentation to their potential customers.

The City has a minimum of four locations that meet these specifications and several more that will be capable of reaching the requirements that we see development activity on with consistency and assume that they will develop in the future as the economy begins to rebound and development activity increases as we are seeing signs of already.

The Planning Department presented this amendment to the Sign Ordinance to the Planning Commission at their meeting on Tuesday October 12, 2010. The Planning Commission recommended approval.

No one was present to speak in favor of or in opposition to the amendment to the sign ordinance. Mayor Lyons closed the public hearing at 6:45 p.m.

Bill No. 10-68. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE ZONING ORDINANCE, SECTION 405.360, DEFINITIONS AND 405.380, SIGN REGULATIONS – NON RESIDENTIAL USES

Mayor Lyons presented the first reading of Bill 10-68 by title only. It was noted that Bill 10-68 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill 10-68 as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Lake Area Chamber of Commerce Request. Trish Creach, representing the Lake Area Chamber of Commerce, explained that this is the third year for the Lake Holiday Light Park at the Osage Beach City Park and she thanked the City for allowing the event to take place there. She said the event attracts visitors from 180 Missouri cities and 22 states. Mrs. Creach applauded the City's support and asked the Board to waive the fees for use of the park. She said the Chamber does not have a large budget and they hoped to break even each year; however, she said contributions have declined this year due to the economic climate.

Alderman Farmer said the City charges the children who practice and hold tournaments so the Chamber should pay, too. She also questioned why a local company was not hired to put up the displays.

Alderman Gasper discussed the condition of the park after last years' event and the safety issues which occurred last year during the Lake Lights Festival which were not addressed.

Alderman Kahrs moved that the fees be waived for the Lake Lights Festival. Alderman Rucker seconded the motion.

Alderman Schmitt said that it appears there are escalating set up costs and he questioned the reason volunteer groups were not used to erect the displays. Mrs. Creach said that volunteers showed up who were not skilled and it was determined that a company that could erect the displays and remove them would cover the Chamber's liability issues.

Mayor Lyons commented that she agreed with staff's recommendation to charge a fee of \$1,404 which is ¼ less than the amount charged for non profit organizations to use the park. Mayor Lyons said that a tournament was scheduled which had to be cancelled and the fee would make up the loss of revenue the tournament would bring. She added that the City was not listed as additional insured last year and she is concerned with safety issues and liability to the City. Mayor Lyons expressed her concern that \$21,000 was spent for an outside company to come in and set up the displays when the money could have been better spent hiring a local company to do the work. Mrs. Creach said that when the festival was in Lake Ozark, a company out of Indiana was hired to set up the displays. She added that no local company could do the work however a local electrician has been hired.

The following roll call vote was taken to waive the fee: "Ayes:" Alderman Kahrs, Alderman Rucker. "Nays": Alderman Farmer, Alderman Gasper, Alderman Olivarri, Alderman Schmitt. The motion to waive the fee failed.

Following discussion on the amount to be charged for use of the City Park, Alderman Olivarri moved to charge the Lake Area Chamber of Commerce a fee of \$1,404. Alderman Farmer seconded the motion. The following roll call vote was taken: "Ayes:" Alderman Farmer, Alderman Gasper, Alderman Olivarri. "Nays:" Alderman Schmitt, Alderman Kahrs, Alderman Rucker. The vote resulted in a tie therefore Mayor Lyons voted in the affirmative to break the tie. The motion passed to charge a fee of \$1,404.

Resolution 2010-10. Resolution of Intent to Annex

Mayor Lyons presented Resolution 2010-10 establishing a date of November 18, 2010 for a public hearing for the voluntary annexation petition submitted by Stephen and Judy Taylor.

Alderman Olivarri moved to approve Resolution 2010-10 as presented. Alderman Gasper seconded the motion which was voted on and unanimously passed.

Resolution 2010-11. Resolution of Intent to Annex.

Mayor Lyons presented Resolution 2010-11 establishing a date of November 18, 2010 for a public hearing for the voluntary annexation petition submitted by Jason and Stephen Taylor.

Alderman Schmitt moved to approve Resolution 2010-11 as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Bill 10-67. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE QUIT CLAIM DEED VACATING AN EASEMENT NO LONGER NEEDED BY THE CITY.

Mr. and Mrs. Toedebusch came to the Engineering Department when they acquired the property on 1290 Procter Drive. They noticed in the title search there was an easement to the City on the eastern property line for storm sewer, but the storm sewer improvements were on the western property line. The Toedebusch's previously gave the City an easement on their western property line and the easement on the eastern side of the property should be vacated.

Mayor Lyons presented the first reading of Bill 10-67 by title only. It was noted that Bill 10-67 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill 10-67 as presented. Alderman Olivarri seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-67 by title only. It was noted that Bill 10-67 has been available for public review.

Alderman Schmitt moved to approve the second and final reading of Bill No. 10-67 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-67 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 10-67 was passed and approved as Ordinance No. 10.67.

Bill 10-69. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR, ACTING ON BEHALF OF THE CITY AS SUCCESSOR IN INTEREST TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF OSAGE BEACH, TO EXECUTE A QUIT CLAIM DEED RELEASING ANY INTEREST HELD BY THE CITY IN CERTAIN PROPERTY IN THE HIGH POINT SHOPPING CENTER

City Attorney Ed Rucker explained that this Quit Claim Deed will release the City's interest in the property at High Point Center clearing the way for a sale of the property at High Point Shopping Center which is anticipated to be the Dierbergs Osage Beach LLC.

Mayor Lyons presented the first reading of Bill 10-69 by title only. It was noted that Bill 10-69 has been available for public review.

Alderman Kahrs moved to approve the first reading of Bill 10-69 as presented. Alderman Rucker seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-69 by title only. It was noted that Bill 10-69 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-69 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-69 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer. "Nays": None. Bill No. 10-69 was passed and approved as Ordinance No. 10.69.

Bill 10-70. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR, ACTING ON BEHALF OF THE CITY AS SUCCESSOR IN INTEREST TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF OSAGE BEACH, TO EXECUTE A

QUIT CLAIM DEED RELEASING ANY INTEREST HELD BY THE CITY IN EASEMENTS ON CERTAIN PROPERTY IN THE HIGH POINT SHOPPING CENTER.

City Attorney Rucker explained that this Quit Claim Deed will release the City's interest in easements granted therein at High Point Center clearing the way for a sale of the property which is anticipated to be the Dierbergs Osage Beach LLC.

Mayor Lyons presented the first reading of Bill 10-70 by title only. It was noted that Bill 10-70 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill 10-70 as presented. Alderman Farmer seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-70 by title only. It was noted that Bill 10-70 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-70 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-70 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs. "Nays": None. Bill No. 10-70 was passed and approved as Ordinance No. 10.70.

Bill 10-71. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE II, STOP SIGNS, BY ESTABLISHING THE LOCATION OF STOP SIGNS AS INDICATED HEREIN AND DELETING STOP SIGNS FROM SCHEDULE II, STOP SIGNS.

City Engineer Edelman explained that the Missouri Department of Transportation has opened the Highway 54 Expressway from the eastern City limits to the Grand Glaize Bridge. With the opening of the Expressway, multiple roads will no longer intersect Highway 54. For example, Mace Road will now intersect Osage Beach Parkway at a stop sign. Normandy Road will now intersect Sycamore Valley at a stop sign. A new stop sign must also be created at Burton Duenke Lane at the intersection with Swiss Village Road, because Burton Duenke Lane will be opening soon.

Ordinance No. 10.66 was adopted on October 7, 2010 which placed signs at the streets deleted herein that now refer to Osage Beach Parkway instead of Highway 54.

Mayor Lyons presented the first reading of Bill 10-71 by title only. It was noted that Bill 10-71 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-71 as presented. Alderman Rucker seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-71 by title only. It was noted that Bill 10-71 has been available for public review.

Alderman Farmer moved to approve the second and final reading of Bill No. 10-71 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-71 and to pass same into Ordinance: "Ayes": Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper. "Nays": None. Bill No. 10-71 was passed and approved as Ordinance No. 10.71

Bill 10-72. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE A/E SERVICES CONTRACT NO. AE0B10-031 MASTER AGREEMENT FOR GENERAL SERVICES AND TASK NO. 1 FOR HIGHWAY 42 WATER AND SEWER ALIGNMENT ASSISTANCE WITH HDR ARCHER.

City Engineer Edelman explained that Bill No. 10-72 provides for a Master Engineering Agreement for services with HDR Archer and Task No. 1 for services for the Highway 42 Water and Sewer Project.

The Engineering Department has been working on the Highway 42 Water and Sewer project, the first phase is completed and work is continuing on the second phase. The Engineering Department would like to utilize outside services to help obtain legal documents to complete the project.

Funding is available in account 35-00-773100 Engineering.

City Engineer Nick Edelman recommended awarding this Master Agreement and approval of Task Order #1 in the not to exceed amount of \$15,000.

Mayor Lyons presented the first reading of Bill 10-72 by title only. It was noted that Bill 10-72 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill 10-72 as presented. Alderman Farmer seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-72 by title only. It was noted that Bill 10-72 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 10-72 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-72 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker. "Nays": None. Bill No. 10-72 was passed and approved as Ordinance No. 10.72.

Bill 10-73. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE I. SPEED LIMITS BY ESTABLISHING POSTED SPEED LIMITS AND THE DELETION OF A SPEED LIMIT SIGN AS INDICATED HEREIN

MoDOT is completing the construction of Burton Duenke Lane from Swiss Village Road to Highway KK. It will be necessary to establish a speed limit for the new roadway and post with speed limit signs. MoDOT will be posting this portion of Burton Duenke Lane from Highway KK to Swiss Village Road at 40 miles per hour.

The Expressway from the Grand Glaize Bridge to the Eastern City Limits is open. MoDOT has posted it at 65 miles per hour. The proposed ordinance changes the speed on Highway 54 to what has been posted.

Mayor Lyons presented the first reading of Bill 10-73 by title only. It was noted that Bill 10-73 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill 10-73 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-73 by title only. It was noted that Bill 10-73 has been available for public review.

Alderman Schmitt moved to approve the second and final reading of Bill No. 10-73 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-73 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 10-73 was passed and approved as Ordinance No. 10.73.

Bid Award. Storm Drainage Improvements

The following bids were received:

Strait-Line Construction USA, Inc.	\$24,977.00
JC Industries, Inc.	\$59,789.00
Stockman Construction Co	\$39,474.00
APAC Missouri, Inc.	\$51,474.98
LARC Contracting LLC	\$32,954.50

City Engineer Nick Edelman said Strait-Line Construction USA, Inc. is the apparent low bidder and this project will help to improve storm drainage issues in various places throughout the City.

Funding for this project can be obtained from 20-00-773155 Misc. Streets/Roads in the amount of \$94,000.00. The Engineering Department recommends award to Strait-Line Construction USA, Inc. in the amount of \$24,977.00.

Alderman Gasper moved to award the bid for storm drainage improvements to Strait-Line Construction in the amount of \$24,977 and to authorize the Mayor to execute the contract. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Bid Award. Deicing Salt.

The following bids were received for the deicing salt:

Independent Salt Company	\$72.44/ton	\$43,464.00
Morton Salt	\$75.34/ton	\$45,204.00
Cargill Deicing Technology	\$64.86/ton	\$38,916.00

Superintendent of Public Works Rick King said the price is \$4 less per ton than last year.

Alderman Rucker moved to award the bid for deicing salt to the low bidder, Cargill Deicing Technology, in the amount of \$38,916.00 as recommended. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Authorize Sale of 1985 International Truck.

The Waste Watchers returned the 1985 International truck and staff would like to dispose of it through an online auction.

Alderman Farmer moved to authorize staff to sell the 1985 International Truck via online auction as requested. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Communications from Board Members.

Alderman Kahrs. Steve Kahrs reported that business owners are questioning whether the Osage Beach Parkway signs could be converted back to Highway 54 so that motorists would know there is still a business district after the opening of the expressway. City Engineer Edelman has had conversations with the City Administrator of Lake Ozark to see if the section from the signal light to Osage Beach could be named Osage Beach Parkway. Alderman Kahrs said Osage Beach Parkway sounds good but he believes it causes confusion because from looking at the signs, there is no indication there is a business district. He added that the economy and the expressway are causing businesses to struggle.

City Planner offered to take a look at the signs however he has sent out letters stating that there would be a change of address effective January 1st for businesses along Highway 54. Alderman Kahrs suggested adding "Business District" to the existing signs. City Engineer Edelman said one problem is that the signs are extremely dark but MoDOT is working on lighting.

Alderman Rucker. Kevin Rucker reported that he has had letters and phone calls about the issue on Beach Drive and he told residents that it is a MoDOT problem. Mayor Lyons commented that before construction, the City Engineer had expressed concerns that the design would create problems at Beach Drive.

Alderman Gasper. Dave Gasper reported that many residents have expressed to him how pleased they are with the expressway.

Alderman Farmer. Lois Farmer agreed that adding "Business District" to the existing signs would help the businesses.

Alderman Schmitt. Ron Schmitt reported that the speed limit going west on Osage Beach Parkway at the bridge is 45 miles per hour, but motorists coming off of the expressway onto the bridge are going 65 miles per hour. City Engineer Edelman said from the retaining wall the speed limit goes from 65 miles per hour to 45 miles per hour.

Staff Communications.

City Administrator. Nancy Viselli reported that revised budget sheets were distributed with the packet and she reminded Board members to switch out the pages.

City Attorney. Ed Rucker reported that he appreciated the Board approving the Quit Claim Deeds for the High Pointe Shopping Center clearing the way for Dierbergs to purchase the property.

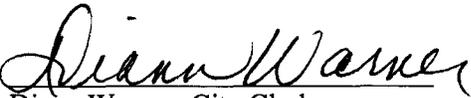
Police Chief. Dave Severson reported that Gary Woodson resigned and Russ Hogan was promoted to ambulance supervisor.

City Planner. Cary Patterson reported that rezoning the property for the recent voluntary annexation petitions will be on the Planning Commission agenda next week.

Superintendent of Public Works. Rick King reported that the snowflake decorations will be erected next Tuesday.

There being no further business to come before the Board, the meeting adjourned at 7:50 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 November 4, 2010.



Diann Warner, City Clerk



Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
November 4, 2010**

Bills Paid Prior to Board Meeting	434,252.67
Payroll Paid Prior to Board Meeting	255,949.78
SRF Transfer Prior to Board Meeting	216,490.27
TIF Transfer Prior to Board Meeting	138,722.30
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	435,722.69
Total Expenses	<u>1,481,137.71</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,110.00-
			ADJUST PR DEDUCTIONS	47.50-
			Dental Insurance Premiums	411.25
			Dental Insurance Premiums	411.25
			Health Insurance Premiums	413.00
			Health Insurance Premiums	413.00
			Health Insurance Premiums	759.00
			Health Insurance Premiums	759.00
			Health Insurance Premium	219.00
			Health Insurance Premium	219.00
		UNUM LIFE INSURANCE	ADJ PR DEDUCTIONS	24.74
			ADJ PR DEDUCTIONS	163.43
			Long Term Disability Ins P	334.79
			Long Term Disability Ins P	332.88
		MO DEPT OF REVENUE	SEPTEMBER CVC FEES	1,022.72
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
			Case# 26v050500201	344.31
		MO DEPT OF REVENUE	SEP BOOKS & MISC SALES TAX	12.94
			State Withholding	4,046.00
			State Withholding	4,233.00
		HARTFORD-PRIORITY ACCOUNTS	ADJUST PR DEDUCTIONS	170.90
			Life & AD&D Insurance Prem	37.00
			Life & AD&D Insurance Prem	37.00
		MO TREASURER BUDGET DIRECTOR	SEPT PEACE OFFCR STNDRD/TR	145.00
		INTERNAL REVENUE SERVICE	Fed WH	10,827.38
			Fed WH	11,287.40
			FICA	7,353.10
			FICA	7,657.20
			Medicare	1,719.66
			Medicare	1,790.82
		CENTIER BANK	Savings Bonds	128.86
			Savings Bonds	128.86
		PRE PAID LEGAL SERVICES INC	ADJUST PAYROLL DEDUCTIONS	0.04-
			Pre-Paid Legal Premiums	94.74
			Pre-Paid Legal Premiums	94.74
		ICMA	Retirement 457 &	376.68
			Retirement 457 &	685.46
			Retirement 457	1,758.50
			Retirement 457	1,808.50
			Loan Repayments	1,234.34
			Loan Repayments	1,125.46
			Loan Repayments	654.28
			Loan Repayments	716.34
			401 Loan Payment	292.34
			401 Loan Payment	292.34
			401 Loan Payment	147.56
			401 Loan Payment	147.56
			Loan Repayments	178.41
			Loan Repayments	178.41
			Retirement Roth IRA	185.00
			Retirement Roth IRA	235.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.02-
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	102.50
			Colonial Supplemental Insu	102.50

000016

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017	AMOUNT
		AFLAC	ADJUST PR DEDUCTIONS		85.89
			Aflac Insurance Premiums		659.87
			Aflac Insurance Premiums		879.22
			Aflac Insurance Premium		254.06
			Aflac Insurance Premium		254.06
		LIBERTY NATIONAL LIFE INS CO	ADJUST PR DEDUCTIONS		42.04-
			Liberty National Life Prem		231.46
			Liberty National Life Prem		231.46
			Liberty National Life Prem		204.23
			Liberty National Life Prem		204.23
		ALPHAGRAPHS	COPIES OF PLANS		6.00
		CADV	SEPTEMBER CADV FEES		248.00
		ONE TIME VENDOR	Bond Refund:090264886-01		285.50
			Bond Refund:090265481-01		75.50
			TOTAL:		68,821.92
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	FLOWERS		69.43
		INTERNAL REVENUE SERVICE	FICA		180.83
			Medicare		42.31
		ICMA	Retirement 401		121.00
			TOTAL:		413.57
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA		6.20
			Medicare		1.45
			TOTAL:		7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		39.00
			Dental Insurance Premiums		39.00
			Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Health Insurance Premiums		441.50
			Health Insurance Premiums		441.50
		UNUM LIFE INSURANCE	Short Term Disability Ins		16.80
			Short Term Disability Ins		16.80
		ALBERTSON, JEANA	MML HOTEL CHARGE REIMB		387.00
		STAPLES ADVANTAGE	POST-IT FLAGS, WRTG PADS,E		25.35
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		4.60
			Life & AD&D Insurance Prem		4.60
			Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
		INTERNAL REVENUE SERVICE	FICA		405.30
			FICA		405.30
			Medicare		94.79
			Medicare		94.79
		BANKCARD CENTER 3374	MML HOTEL		387.00
			MML HOTEL		386.70
		ICMA	Retirement 401		402.53
			Retirement 401		402.53
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		28.82
			TOTAL:		4,086.61
City Clerk	General Fund	MIDWEST PUBLIC RISK	Health Insurance Premiums		559.00
			Health Insurance Premiums		559.00
			Dental Insurance Premiums		39.00
			Dental Insurance Premiums		39.00
			Dental Insurance Premiums		54.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000018	
			Dental Insurance Premiums	54.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Ins Premium	243.00
			Health Ins Premium	243.00
			Health Insurance Premiums	883.00
			Health Insurance Premiums	883.00
		UNUM LIFE INSURANCE	Short Term Disability Ins	7.95
			Short Term Disability Ins	7.95
			Short Term Disability Ins	25.20
			Short Term Disability Ins	25.20
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	12.30
			Life & AD&D Insurance Prem	12.30
		INTERNAL REVENUE SERVICE	FICA	411.39
			FICA	405.92
			Medicare	96.22
			Medicare	94.94
		ICMA	Retirement 401	399.06
			Retirement 401	399.06
		MO DEPT OF REVENUE	SEPT SALES TAX REPORT	35.00
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
		BANKCARD CENTER 5569	AMERISTAR - D WARNER	258.00
		STAPLES ADVANTAGE	MONTHLY PLANNERS	40.98
			TOTAL:	5,849.51
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Health Insurance Premium	656.00
			Health Insurance Premium	656.00
			Dental Insurance Premiums	39.00
			Dental Insurance Premiums	39.00
			Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Premiums	449.50
			Health Insurance Premiums	449.50
			Health Insurance Premiums	441.50
			Health Insurance Premiums	441.50
		UNUM LIFE INSURANCE	Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	12.30
			Life & AD&D Insurance Prem	12.30
		INTERNAL REVENUE SERVICE	FICA	436.81
			FICA	436.81
			Medicare	102.16
			Medicare	102.16
		ICMA	Retirement 401	448.19
			Retirement 401	448.19
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
			TOTAL:	5,353.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000019	AMOUNT			
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium		15.50			
			Dental Insurance Premium		15.50			
			Health Ins Premium		243.00			
			Health Ins Premium		243.00			
			UNUM LIFE INSURANCE	Short Term Disability Ins	8.40			
				Short Term Disability Ins	8.40			
			WILLIAM F WASHBURN	OCT MUNICIPAL COURT JUDGE	1,679.16			
			HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	3.60			
				Life & AD&D Insurance Prem	3.60			
			INTERNAL REVENUE SERVICE	FICA	91.55			
				FICA	91.55			
				Medicare	21.41			
				Medicare	21.41			
			LAW ENFORCEMENT SYSTEMS	MO UNIFORM CITATION BOOKS	358.00			
			ICMA	Retirement 401	92.76			
				Retirement 401	92.76			
			STAPLES ADVANTAGE	MONTHLY PLANNERS	4.61			
				TOTAL:	2,994.21			
			City Attorney	General Fund	MIDWEST PUBLIC RISK	Health Insurance Premium		656.00
						Health Insurance Premium		656.00
						Dental Insurance Premiums		39.00
Dental Insurance Premiums		39.00						
UNUM LIFE INSURANCE	Short Term Disability Ins	8.40						
	Short Term Disability Ins	8.40						
HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60						
	Life & AD&D Insurance Prem	4.60						
WEST	INFORMATION CHARGES	205.28						
INTERNAL REVENUE SERVICE	FICA	272.58						
	FICA	272.58						
	Medicare	63.75						
	Medicare	63.75						
BANKCARD CENTER 3374	MML CONF	261.00						
	MML HOTEL	171.14						
ICMA	Retirement 401	263.79						
	Retirement 401	263.79						
	TOTAL:	3,253.66						
Building Inspection	General Fund	MIDWEST PUBLIC RISK				Health Insurance Premium		656.00
						Health Insurance Premium		656.00
						Dental Insurance Premiums		39.00
			Dental Insurance Premiums		39.00			
			Dental Insurance Premiums		40.88			
			Dental Insurance Premiums		40.88			
			Dental Insurance Premium		15.50			
			Dental Insurance Premium		15.50			
			Health Insurance Premiums		674.25			
			Health Insurance Premiums		674.25			
			Health Ins Premium		243.00			
			Health Ins Premium		243.00			
			UNUM LIFE INSURANCE	Short Term Disability Ins	29.40			
				Short Term Disability Ins	29.40			
			FLEET ONE	BLDG DEPT FUEL	40.64			
				BLDG DEPT FUEL	89.45			
				BLDG DEPT CAR WASH	4.00			
			HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000020	AMOUNT
			Life & AD&D Insurance Prem		4.60
			Life & AD&D Insurance Prem		8.20
			Life & AD&D Insurance Prem		8.20
			Life & AD&D Insurance Prem		1.80
			Life & AD&D Insurance Prem		1.80
		INTERNAL REVENUE SERVICE	FICA		362.95
			FICA		362.95
			Medicare		84.88
			Medicare		84.88
		ICMA	Retirement 401		360.43
			Retirement 401		360.43
		AFLAC	Aflac Insurance Premiums		5.21
			Aflac Insurance Premiums		5.21
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		113.96
			TOTAL:		5,300.25
Building Maintenance	General Fund	AMEREN MISSOURI	SEPT ELECTRIC SERVICE		2,896.10
		EZARD'S ACE HARDWARE	PAPER TOWEL HOLDER, DOOR S		16.75
		GB MAINTENANCE SUPPLY	M-FOLD TOWELS, TP		345.27
		ALLIED WASTE SERVICES #435	TRASH SERVICE CITY HALL		226.96
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL		38.51
		SURECUT LAWN CARE LLC	SEPT GROUNDS MAINT		1,950.72
		GEO-ENTERPRISES, INC	AIR CONDITIONER REPAIR		542.50
			TOTAL:		6,016.81
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		27.08
			Dental Insurance Premiums		27.08
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Health Ins Premium		243.00
			Health Ins Premium		243.00
			Health Insurance Premiums		438.81
			Health Insurance Premiums		438.81
		UNUM LIFE INSURANCE	Short Term Disability Ins		16.75
			Short Term Disability Ins		16.75
		RAPID SIGNS	TAILGATE PARTY BANNER		27.00
		MEEKS BUILDING CENTER	MIXER, PAINT 5-GAL		3.49
		EZARD'S ACE HARDWARE	BATTERIES		10.87
			BATTERY RETURN		1.30-
			ECHO POWER EQUIPMENT		47.96
			SPRAYER TANK		34.99
		FLEET ONE	PARKS FUEL		136.77
			PARKS FUEL		187.78
			PARKS FUEL		256.93
		AMEREN MISSOURI	CITY PARK #2 DISPLAY A		19.09
			LOWER DIAMOND LITES		9.33
			CITY PARK #2 DISPLAY C		9.82
			FISH HATCHERY RD SOCCER FI		41.02
			CITY PARK #2 DISPLAY D		9.82
			FISH HATCHERY RD BALL FIEL		356.79
			CITY PARK #2 DISPLAY B		9.33
			BALL DIAMONDS CONS STAND		93.76
			HWY 42 BALL PK LTS		17.06
			CITY PARK #2 IRRIGATION PU		10.05
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		4.07
			Life & AD&D Insurance Prem		4.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000021	AMOUNT
			Life & AD&D Insurance Prem		3.60
			Life & AD&D Insurance Prem		3.60
		INTERNAL REVENUE SERVICE	FICA		296.27
			FICA		284.66
			Medicare		69.29
			Medicare		66.57
		O'REILLY AUTO PARTS	BATTERY		69.49
		ICMA	Retirement 401		163.88
			Retirement 401		163.88
		SHERWIN-WILLIAMS	SSTRIPE FMP WHITE, 6N1 STA		59.20
			SSTRIPE FMP WHITE		51.45
			SSTRIPE ATH WHTWB		47.40
		AFLAC	Aflac Insurance Premiums		20.78
			Aflac Insurance Premiums		20.78
		MO STATE AGENCY FOR SURPLUS	FLAGS, CLEANER, BOOTS, DRI		110.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		85.24
		WILEY, BRIAN	HD EXT CRD, SUBMERSIBLE PU		171.20
		SOUTHWEST STONE SUPPLY INC	LANDSCAPE FABRIC		116.26
			PINE MULCH		90.48
			PINE MULCH		90.48
		KENNY CARROLL EXCAVATING INC	2 LDS 2" WT & BROWN		900.00
			1" CLEAN & 2" CLEAN		430.00
			TOTAL:		6,085.49
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Health Insurance Premiums		449.50
			Health Insurance Premiums		449.50
			Health Insurance Premiums		441.50
			Health Insurance Premiums		441.50
		UNUM LIFE INSURANCE	Short Term Disability Ins		8.40
			Short Term Disability Ins		8.40
		WISELLI, NANCY	TRAVEL EXPENSE REIMB-BRANS		40.00
		WELTY, MIKE	TUITION REIMB		1,012.50
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
		HY-VEE FOOD & DRUG STORES INC	P PARRACK RETIREMENT		110.96
		INTERNAL REVENUE SERVICE	FICA		110.65
			FICA		110.65
			Medicare		25.88
			Medicare		25.88
		NEW DIRECTIONS BEHAVIORAL HEALTH	QUARTERLY EAP SERVICES		580.62
		LAKE SUN LEADER 645	EMPLOYMENT ADVERTISING		18.40
			EMPLOYMENT POLICE		18.40
			EMPLOYMENT INTERNET		20.00
			EMPLOYMENT POLICE		180.00
		LEIGH, CINDY	TUITION REIMB - C LEIGH		1,012.50
			MILEAGE & MEALS MPR FALL C		170.00
		BANKCARD CENTER 3374	DELL INK		336.08
		ICMA	Retirement 401		113.98
			Retirement 401		113.98
		DUNHAM, LOYD	MILEAGE & MEALS MPR FALL C		167.00
		BANKCARD CENTER 5106	SAFETY BREAKFAST		79.09
		HYDE, BUDD	MILEAGE & MEALS MPR FALL C		173.00
		FOCUS/WEEKLY STANDARD	FO POLICE AD 9/08		20.80
			FO POLICE AD 9/15		20.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000022	
			EW POLICE AD 9/15	16.00
			EW POLICE AD 9/08	16.00
		WILLEY, BRIAN	MILEAGE & MEALS MPR FALL C	173.00
			TOTAL:	6,527.67
Overhead	General Fund	XEROX CORP	SEPT BASE CHARGE	547.32
		STAPLES ADVANTAGE	THANK YOU CARDS W/ENVELOPE	80.75
		HY-VEE FOOD & DRUG STORES INC	WORKMAN'S COMP	31.25
			WORKMAN'S COMP	27.12
		POSTAGE BY PHONE PLUS	POSTAGE	1,135.54
		CHARTER BUSINESS	OCT SERVICE	5.09
		STAPLES ADVANTAGE	PTR RIBN	15.26
			CALC INK, COPY PAPER	236.05
		MIDWEST PUBLIC RISK OF MISSOURI	CLERICAL/POLICE	516.82
			TOTAL:	2,595.20
Police	General Fund	MIDWEST PUBLIC RISK	Health Insurance Premium	656.00
			Health Insurance Premium	656.00
			Dental Insurance Premiums	39.00
			Dental Insurance Premiums	39.00
			Dental Insurance Premiums	463.25
			Dental Insurance Premiums	463.25
			Dental Insurance Premium	155.00
			Dental Insurance Premium	139.50
			Health Insurance Premiums	899.00
			Health Insurance Premiums	899.00
			Health Insurance Premiums	2,697.00
			Health Insurance Premiums	2,697.00
			Health Ins Premium	3,159.00
			Health Ins Premium	2,916.00
			Health Insurance Premium	899.00
			Health Insurance Premium	899.00
			Health Insurance Premiums	1,766.00
			Health Insurance Premiums	1,766.00
		UNUM LIFE INSURANCE	Short Term Disability Ins	243.60
			Short Term Disability Ins	235.20
		FLEET ONE	PUBLIC SAFETY FUEL	1,169.80
			PUBLIC SAFETY CAR WASH	58.00
			PUBLIC SAFETY FUEL	1,104.71
			PUBLIC SAFETY CAR WASH	44.00
			PUBLIC SAFETY FUEL	1,023.78
			PUBLIC SAFETY CAR WASH	48.00
		APPLIED CONCEPTS INC	KA BAND ANTENNA	309.50
		HI-TECH AUTO BODY INC	06 CROWN VIC REPAIR	309.00
		MO POLICE CHIEFS ASSC	MEMBERSHIP DUES - CALVINO	75.00
		MOCIC	TRAINING CONF -ROBINETT	200.00
			TRAINING CONF -FRIEND	200.00
		STAPLES ADVANTAGE	BINDER	8.98
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	69.70
			Life & AD&D Insurance Prem	69.70
			Life & AD&D Insurance Prem	39.60
			Life & AD&D Insurance Prem	36.00
		INTERNAL REVENUE SERVICE	FICA	2,984.19
			FICA	3,132.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000023	AMOUNT
			Medicare		697.89
			Medicare		732.66
		LAKE CLEANERS	UNIFORM CLEANING		484.50
		POSTAGE BY PHONE PLUS	POSTAGE		322.48
		ICMA	Retirement 401		2,956.21
			Retirement 401		3,100.45
		PETCO	DOG FOOD		31.99
		AFLAC	Aflac Insurance Premiums		166.72
			Aflac Insurance Premiums		156.30
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		204.69
		STAPLES ADVANTAGE	LATERAL FILE		287.65
			PRINT CTRG		118.81
			COPY PAPER, XWIDE INDES		44.48
			BOOKCASE		99.33
		FUNDRAISING FOR A CAUSE	PRPL RIBBON SILICONE BRACE		31.75
		MISSOURI NARCOTIC OFFICERS ASSOCIATION	MEMBERSHIP DUES		60.00
			TOTAL:		42,074.65

911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		190.75
			Dental Insurance Premiums		190.75
			Dental Insurance Premium		46.50
			Dental Insurance Premium		46.50
			Health Insurance Premiums		899.00
			Health Insurance Premiums		899.00
			Health Ins Premium		729.00
			Health Ins Premium		729.00
			Health Insurance Premiums		1,324.50
			Health Insurance Premiums		1,324.50
		UNUM LIFE INSURANCE	Short Term Disability Ins		16.58
			Short Term Disability Ins		16.58
			Short Term Disability Ins		75.60
			Short Term Disability Ins		75.60
		WIRELESS USA INC	BATTERIES		45.09
		AT & T/CITY HALL	OCT 911 SERVICE		1,339.88
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		24.60
			Life & AD&D Insurance Prem		24.60
			Life & AD&D Insurance Prem		18.00
			Life & AD&D Insurance Prem		18.00
		INTERNAL REVENUE SERVICE	FICA		835.07
			FICA		825.08
			Medicare		195.29
			Medicare		192.96
		ICMA	Retirement 401		838.04
			Retirement 401		828.38
		AFLAC	Aflac Insurance Premiums		72.94
			Aflac Insurance Premiums		83.36
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		31.81
			TOTAL:		11,936.96

Planning	General Fund	MIDWEST PUBLIC RISK	Health Insurance Premium		656.00
			Health Insurance Premium		656.00
			Dental Insurance Premiums		39.00
			Dental Insurance Premiums		39.00
			Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Health Insurance Premiums		441.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000024	
			Health Insurance Premiums	441.50
		UNUM LIFE INSURANCE	Short Term Disability Ins	16.80
			Short Term Disability Ins	16.80
		BANKCARD CENTER 3333	DOG & CAT FOOD	13.09
		FLEET ONE	PLANNING FUEL	59.77
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	8.20
			Life & AD&D Insurance Prem	8.20
		INTERNAL REVENUE SERVICE	FICA	267.52
			FICA	265.63
			Medicare	62.56
			Medicare	62.12
		POSTAGE BY PHONE PLUS	POSTAGE	113.33
		BANKCARD CENTER 3374	DELL INK	336.09
		ICMA	Retirement 401	260.73
			Retirement 401	258.90
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.82
			TOTAL:	4,106.06

Engineering	General Fund	MIDWEST PUBLIC RISK	Health Insurance Premium	656.00
			Health Insurance Premium	656.00
			Dental Insurance Premiums	39.00
			Dental Insurance Premiums	39.00
			Dental Insurance Premiums	41.04
			Dental Insurance Premiums	41.04
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Premiums	224.75
			Health Insurance Premiums	224.75
			Health Ins Premium	243.00
			Health Ins Premium	243.00
			Health Insurance Premiums	444.19
			Health Insurance Premiums	444.19
		UNUM LIFE INSURANCE	Short Term Disability Ins	29.45
			Short Term Disability Ins	29.45
		EZARD'S ACE HARDWARE	MARKER, HAMMER DRILL, SLED	31.77
		RP LUMBER INC	LANDSCAPE SPIKES, GRADE ST	128.93
			PINK MARKER PAINT	81.43
		FLEET ONE	CITY ENG FUEL	46.13
			CITY ENG FUEL	85.73
			CITY ENG FUEL	43.76
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.13
			Life & AD&D Insurance Prem	4.13
			Life & AD&D Insurance Prem	5.40
			Life & AD&D Insurance Prem	5.40
		INTERNAL REVENUE SERVICE	FICA	588.04
			FICA	585.48
			Medicare	137.53
			Medicare	136.93
		ICMA	Retirement 401	435.00
			Retirement 401	433.17
		AFLAC	Aflac Insurance Premiums	16.75
			Aflac Insurance Premiums	16.75
			Aflac Insurance Premium	9.36
			Aflac Insurance Premium	9.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000025	AMOUNT
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		72.35
			TOTAL:		6,272.59
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Health Ins Premium		486.00
			Health Ins Premium		486.00
		UNUM LIFE INSURANCE	Short Term Disability Ins		16.80
			Short Term Disability Ins		16.80
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		3.60
			Life & AD&D Insurance Prem		3.60
		TYLER TECHNOLOGIES	ANNUAL COURT MAINT& PD INT		2,760.45
		INTERNAL REVENUE SERVICE	FICA		290.78
			FICA		290.78
			Medicare		68.01
			Medicare		68.01
		ICMA	Retirement 401		283.06
			Retirement 401		283.06
		AT&T INTERNET/IP SERVICES	INTERNET CONNECTIONS		856.21
		AFLAC	Aflac Insurance Premiums		10.42
			Aflac Insurance Premiums		10.42
		AT & T /EMSGTWY_SBC	SEPTEMBER		369.45
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		69.01
		VERIZON WIRELESS	INTERNET CONNECTIONS		86.06
			TOTAL:		6,552.22
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL		17.41
			EMER MNGT FUEL		41.99
			EMER MNGT CAR WASH		4.00
		BANKCARD CENTER 5569	GENERATOR		599.00
			TOTAL:		662.40
Economic Development	General Fund	LAKE SUN LEADER 645	FALL FESTIVAL ADVERTISING		100.00
			FALL FESTIVAL ADVERTISING		50.00
		BANKCARD CENTER 3374	CINNA APPLE QUEEN BEE JAR		25.74
			SEVEN SPRINGS WINERY		17.78
			FUDGE		11.03
		VACATION NEWS	FALL FESTIVAL ADVERTISING		25.00
		ALPHAGRAPHS	DIRECT CONNECT		1,144.00
			TOTAL:		1,373.55
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		86.12
			Dental Insurance Premiums		86.12
			Health Insurance Premiums		138.00
			Health Insurance Premiums		138.00
		UNUM LIFE INSURANCE	Long Term Disability Ins P		49.36
			Long Term Disability Ins P		49.36
		MO DEPT OF REVENUE	State Withholding		334.17
			State Withholding		334.17
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		7.00
			Life & AD&D Insurance Prem		7.00
		INTERNAL REVENUE SERVICE	Fed WH		936.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000026	AMOUNT
			Fed WH		936.15
			FICA		662.01
			FICA		662.01
			Medicare		154.82
			Medicare		154.82
		ICMA	Retirement 457		50.00
			Retirement 457		50.00
			Loan Repayments		34.92
			Loan Repayments		34.92
		AFLAC	Aflac Insurance Premiums		166.99
			Aflac Insurance Premiums		166.99
		LIBERTY NATIONAL LIFE INS CO	Liberty National Life Prem		4.85
			Liberty National Life Prem		4.85
			Liberty National Life Prem		26.35
			Liberty National Life Prem		26.35
			TOTAL:		5,301.48
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		199.72
			Dental Insurance Premiums		199.73
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Health Insurance Premiums		899.00
			Health Insurance Premiums		899.00
			Health Ins Premium		243.00
			Health Ins Premium		243.00
			Health Insurance Premiums		2,353.10
			Health Insurance Premiums		2,353.04
		AMEREN MISSOURI	STREET LIGHTS		2,872.14
			STREET LIGHTS		908.21
		UNUM LIFE INSURANCE	Short Term Disability Ins		7.65
			Short Term Disability Ins		7.65
			Short Term Disability Ins		61.57
			Short Term Disability Ins		61.57
		FLEET ONE	TRANS FUEL		352.16
			TRANS FUEL		470.01
			TRANS FUEL		443.57
		ALLIED WASTE SERVICES #435	TRASH SERVICES PW		75.65
		AMEREN MISSOURI	KK DR LTG PALISADES COMMON		80.26
			PASSOVER RD LIGHTING CONTR		91.56
			KETTERLIN IN PK FEEDER		122.76
			KETTERLIN IND PK STORAGE F		10.12
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem		1.52
			Life & AD&D Insurance Prem		1.52
			Life & AD&D Insurance Prem		28.70
			Life & AD&D Insurance Prem		28.70
			Life & AD&D Insurance Prem		3.60
			Life & AD&D Insurance Prem		3.60
		INTERNAL REVENUE SERVICE	FICA		662.01
			FICA		662.01
			Medicare		154.83
			Medicare		154.83
		JACK'S MUNICIPAL SALE & SERVICE INC	STREET NAME SIGNS		105.92
			CREEK COVE LN SIGNS		41.96
		O'REILLY AUTO PARTS	MOTOR OIL		7.98
			REPAIR KIT		5.18
		LAKE SUN LEADER 81525 & 1586450	STRM DRAINAGE IMPROVMNTS B		279.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000027	
		POSTAGE BY PHONE PLUS	POSTAGE	29.61
		BARNES MARINE INC	PROTECTIVE CHAPS, WAIST EX	152.97
		ICMA	Retirement 401	664.42
			Retirement 401	664.42
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING FEES	135.00
			RECORDING DRAINAGE EASEMEN	27.00
			DRAINAGE EASEMENT	27.00
			EASEMENTS	48.00
		AFLAC	Aflac Insurance Premiums	45.13
			Aflac Insurance Premiums	45.11
		APAC MO INC	1" BASE, 4-6" CLEAN	752.23
		BANKCARD CENTER 5569	BOBCAT W/BUCKET RENTAL	210.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.82
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
			STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
		TRAVIS HODGE HAULING LLC	OB 10-021 CASA BONITA GRIN	30,438.89
		MIDWEST PUBLIC RISK OF MISSOURI	STREET DEPT	163.75
			TOTAL:	48,629.34
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	39.18
			Dental Insurance Premiums	39.18
			Health Insurance Premiums	103.50
			Health Insurance Premiums	103.50
		UNUM LIFE INSURANCE	Long Term Disability Ins P	10.63
			Long Term Disability Ins P	10.63
		MO DEPT OF REVENUE	SEP WATER SALES TAX	2,699.29
			State Withholding	218.86
			State Withholding	206.36
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	2.50
			Life & AD&D Insurance Prem	2.50
		INTERNAL REVENUE SERVICE	Fed WH	569.75
			Fed WH	540.21
			FICA	415.22
			FICA	400.35
			Medicare	97.11
			Medicare	93.64
		CENTIER BANK	Savings Bonds	26.93
			Savings Bonds	26.93
		PRE PAID LEGAL SERVICES INC	Pre-Paid Legal Premiums	20.45
			Pre-Paid Legal Premiums	20.45
		ICMA	Retirement 457	12.50
			Retirement 457	12.50
			Loan Repayments	31.61
			Loan Repayments	31.61
			Loan Repayments	67.09
			Loan Repayments	67.09
			401 Loan Payment	64.32
			401 Loan Payment	64.32
			401 Loan Payment	75.98
			401 Loan Payment	75.98
			Loan Repayments	68.06
			Loan Repayments	68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIEN	26.50
			WATER LIEN	14.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000028
		AFLAC	Aflac Insurance Premiums	102.88
			Aflac Insurance Premiums	102.88
			Aflac Insurance Premium	7.34
			Aflac Insurance Premium	7.34
		LIBERTY NATIONAL LIFE INS CO	Liberty National Life Prem	22.93
			Liberty National Life Prem	22.93
			TOTAL:	6,593.09
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	90.89
			Dental Insurance Premiums	90.87
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Premiums	674.25
			Health Insurance Premiums	674.25
			Health Ins Premium	243.00
			Health Ins Premium	243.00
			Health Insurance Premiums	810.05
			Health Insurance Premiums	809.99
		AMEREN MISSOURI	WELL #2 LK RD 54-59	690.68
			SWILL VILLAGE WELL	2,080.96
		UNUM LIFE INSURANCE	Short Term Disability Ins	8.35
			Short Term Disability Ins	8.35
			Short Term Disability Ins	28.01
			Short Term Disability Ins	28.01
		FLEET ONE	WATER FUEL	254.45
			WATER FUEL	223.42
			WATER FUEL	332.09
		ALLIED WASTE SERVICES #435	TRASH SERVICES PW	75.65
		AMEREN MISSOURI	PARKVIEW WELL	492.88
			BLUFF RD WATER TOWER	560.41
			COLLEGE WELL BEHIND CHURCH	28.57
			KETTERLIN IN PK FEEDER	122.76
			COLUMBIA COLLEGE TOWER	31.44
		HACH CO	REAGENT	240.67
		SCHULTE SUPPLY INC	NEPTUNE MAPS METER INTERFA	1,609.20
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	1.54
			Life & AD&D Insurance Prem	1.54
			Life & AD&D Insurance Prem	10.25
			Life & AD&D Insurance Prem	10.25
			Life & AD&D Insurance Prem	5.40
			Life & AD&D Insurance Prem	5.41
		RICHARDS, RON	MILEAGE REIMB 09/15-09/22/	20.40
			CHLORINE ANALYSIS SMNR - M	15.00
		INTERNAL REVENUE SERVICE	FICA	415.24
			FICA	400.36
			Medicare	97.11
			Medicare	93.64
		NORTHERN SAFETY CO INC	HAND SANITIZER, GLOVES	15.98
		O'REILLY AUTO PARTS	BATTERIES	7.49
		POSTMASTER	UTILITY BILL MAILING POSTA	310.00
		POSTAGE BY PHONE PLUS	POSTAGE	545.77
		ICMA	Retirement 401	418.93
			Retirement 401	404.55
		BRIZENDINE, TERRY	MILEAGE REIMB 09/29-10/05/	12.00
			CHLORINE ANALYSIS SMNR - M	15.00
		DEGRAZIA, PHIL	MILEAGE REIMB 10/13-10/19/	44.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000029
			CHLORINE ANALYSIS SMNR - M	15.00
		DUNHAM, LOYD	MILEAGE REIMB 09/22-09/28/	69.00
		AFLAC	Aflac Insurance Premiums	24.32
			Aflac Insurance Premiums	24.33
		HD SUPPLY WATERWORKS LTD	HEX HEAD BOLTS	40.25
			BRASS NIPPL, REDUCR, HOSE	37.25
		PRECISION AUTO & TIRE SERVICE LLC	CHANGE OIL #51	34.95
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	87.98
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
		HUTCHINS TELECOM LLC	OB10-006 MODOT WATER ACCT	3,845.25
		MIDWEST PUBLIC RISK OF MISSOURI	WATER DEPT	78.39
			TOTAL:	17,655.86
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.45
			Dental Insurance Premiums	74.45
			Health Insurance Premiums	103.50
			Health Insurance Premiums	103.50
		UNUM LIFE INSURANCE	Long Term Disability Ins P	23.61
			Long Term Disability Ins P	23.61
		MO DEPT OF REVENUE	State Withholding	372.97
			State Withholding	340.47
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	3.50
			Life & AD&D Insurance Prem	4.50
		INTERNAL REVENUE SERVICE	Fed WH	1,004.69
			Fed WH	901.57
			FICA	730.99
			FICA	692.77
			Medicare	170.96
			Medicare	162.03
		PRE PAID LEGAL SERVICES INC	Pre-Paid Legal Premiums	25.43
			Pre-Paid Legal Premiums	25.43
		ICMA	Retirement 457	32.50
			Retirement 457	32.50
			Loan Repayments	164.62
			Loan Repayments	164.62
			Loan Repayments	100.91
			Loan Repayments	100.91
			401 Loan Payment	108.67
			401 Loan Payment	108.67
		CAMDEN COURT	Case #09CM-SC00020	114.54
			Case #09CM-SC00020	104.91
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIEN	26.50
			SEWER LIEN	14.00
		AFLAC	Aflac Insurance Premiums	146.29
			Aflac Insurance Premiums	146.29
			Aflac Insurance Premium	18.08
			Aflac Insurance Premium	18.08
		LIBERTY NATIONAL LIFE INS CO	Liberty National Life Prem	18.97
			Liberty National Life Prem	18.97
			Liberty National Life Prem	18.97
			Liberty National Life Prem	18.97
			TOTAL:	6,316.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000030	
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	172.64
			Dental Insurance Premiums	172.65
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Health Insurance Premiums	674.25
			Health Insurance Premiums	674.25
			Health Ins Premium	486.00
			Health Ins Premium	486.00
			Health Insurance Premiums	1,693.35
			Health Insurance Premiums	1,693.47
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,648.81
			GRINDER PUMPS & LIFT STATI	4,150.32
			GRINDER PUMPS & LIFT STATI	4,534.83
			GRINDER PUMPS & LIFT STATI	10,909.94
		UNUM LIFE INSURANCE	Short Term Disability Ins	33.38
			Short Term Disability Ins	33.38
			Short Term Disability Ins	44.82
			Short Term Disability Ins	44.82
		MCDUFFEY LAB	E. COLI ANALYSIS	25.00
		AMOS SEPTIC SERVICE INC	LIFT STATION PUMPING	690.00
			PUMP LIFT STATION	575.00
		EZARD'S ACE HARDWARE	GLV HANGR STRAP, FASTENERS	5.59
			34522 TERMINAL 16-14 AWG	9.99
			WD40, SPLY TO13/8CX7/8BCX1	14.97
			CAULK	14.97
		FLEET ONE	SEWER FUEL	368.26
			SEWER FUEL	324.89
			SEWER FUEL	356.47
		ALLIED WASTE SERVICES #435	TRASH SERVICES PW	75.66
		AMEREN MISSOURI	835 E HWY 42 LIFT STATION	13.02
			WINDGATE BLDG SEWER	488.32
			5304 BROADWATER BAY SEWER	9.98
			1003 BLUFF GRINDER PUMP	10.27
			PASSOVER RD SEWER 917	23.02
			COBBLESTONE DR LIFT STATIO	40.33
			5608 DUDE RANCH GP	6.74
			PHOENIX ON THE WTR GR PUMP	16.21
			HOLIDAY SHORES WELL	9.33
			3797 HWY 54 PUMP	13.78
			PASSOVER RD LIFT STATION	206.36
			PRAIRIE HOLLOW RD LIFT STA	14.08
			KETTERLIN IN PK FEEDER	122.76
			749 HWY 42 LIFT STATION	9.33
			800 HWY 42 LIFT STATION	9.33
		SIEMENS WATER TECH CORP	ODO-FREE	7,936.50
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	1.54
			Life & AD&D Insurance Prem	1.54
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	18.45
			Life & AD&D Insurance Prem	18.45
			Life & AD&D Insurance Prem	5.40
			Life & AD&D Insurance Prem	5.39
		TALLMAN COMPANY	PVC CAP	2.52
		INTERNAL REVENUE SERVICE	FICA	730.97
			FICA	692.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000031	
			Medicare	170.95
			Medicare	162.02
		KING, RICK	MWWC TECHNICAL PROG - MEAL	15.00
		NORTHERN SAFETY CO INC	HAND SANITIZER, GLOVES	15.97
		O'REILLY AUTO PARTS	MINI HALOGEN	3.49
			VALVE EXT	0.68
		LAKE SUN LEADER 81525 & 1586450	DUPLEX/SIMPLEX PANELS BID	72.00
		CED PHILLIPS & CO	SCOTCHKOTE, TAPE, LOCKNUT	136.32
		POSTMASTER	UTILITY BILL MAILING POSTA	310.00
		POSTAGE BY PHONE PLUS	POSTAGE	147.91
		ICMA	Retirement 401	729.59
			Retirement 401	692.58
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING SEWER EASEMENT	54.00
			PERMIT APPLICATION FEE	27.00
			FAXES	9.00
		MILLER SURVEYING	SURVEY PARK VIEW BAY NORTH	300.00
		AFLAC	Aflac Insurance Premiums	55.59
			Aflac Insurance Premiums	55.60
		HD SUPPLY WATERWORKS LTD	PVC CPLG & FEM ADPT, BRS C	281.04
		PRECISION AUTO & TIRE SERVICE LLC	NEW TIRE #73	170.50
			OIL CHANGE #71	35.95
			OIL CHG #50	37.95
		MCELROY, SHAWN	MILEAGE REIMB 09/22-09/28/	29.20
		PEDROLA, TOM	MILEAGE REIMB 09/29-10/05/	75.50
			MILEAGE REIMB 10/06-10/12/	15.10
			CHLORINE ANALYSIS - MEAL/M	113.00
		BANKCARD CENTER 5569	MRWA OPERATION SYMPOSIUM	585.00
		JCI	PUMP REPAIR #0011817	1,487.00
			PUMP REPAIR #0010003	1,487.00
			PUMP REPAIR #0187603	995.00
			PUMP REPAIR #0241502	995.00
			PUMP REPAIR #0242027	995.00
			PUMP REPAIR #0212493	995.00
			PUMP REPAIR #018422	995.00
			PUMP REPAIR #0212486	995.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	38.81
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	34.75
			SEWER DEPT FLOOR MATS	4.99
			SEWER DEPT UNIFORMS	34.73
			SEWER DEPT FLOOR MATS	4.99
		HUTCHINS TELECOM LLC	OB10-006 MODOT SEWER ACCT	3,614.08
			OB10-006 CONNECTING SWR AC	45,591.46
		SPRINGFIELD PUMP & SUPPLY CO, INC	MOTOR SAVER	132.00
		MO DEPT OF NATURAL RESOURCES	PERMIT APPLICATION FEE	75.00
		EARP, NATHAN	MILEAGE REIMB 10/06-10/12/	90.00
			MILEAGE REIMB 10/13-10/19/	18.00
		GS ROBINS & CO	CALCIUM HYPOCHLORITE	340.58
		MIDWEST PUBLIC RISK OF MISSOURI	SEWER DEPT	64.56
			TOTAL:	104,678.18
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.75
			Dental Insurance Premiums	58.75
		UNUM LIFE INSURANCE	Long Term Disability Ins P	69.75
			Long Term Disability Ins P	69.75
		MO DEPT OF REVENUE	State Withholding	383.00
			State Withholding	429.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000032	
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	3.00
			Life & AD&D Insurance Prem	3.00
		INTERNAL REVENUE SERVICE	Fed WH	1,084.09
			Fed WH	1,305.79
			FICA	747.19
			FICA	772.81
			Medicare	174.74
			Medicare	180.75
		CENTIER BANK	Savings Bonds	23.08
			Savings Bonds	23.08
		LAKE SUN LEADER 81525 & 1586450	SURPLUS VEHICLE BID	22.50
		PRE PAID LEGAL SERVICES INC	Pre-Paid Legal Premiums	16.95
			Pre-Paid Legal Premiums	16.95
		ICMA	Retirement 457	100.00
			Retirement 457	100.00
		AFLAC	Aflac Insurance Premiums	166.32
			Aflac Insurance Premiums	166.32
		LIBERTY NATIONAL LIFE INS CO	Liberty National Life Prem	26.59
			Liberty National Life Prem	26.59
			Liberty National Life Prem	3.62
			Liberty National Life Prem	3.62
			TOTAL:	6,035.99
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	136.25
			Dental Insurance Premiums	136.25
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Ins Premium	729.00
			Health Ins Premium	729.00
			Health Insurance Premiums	1,324.50
			Health Insurance Premiums	1,324.50
		UNUM LIFE INSURANCE	Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	50.40
			Short Term Disability Ins	50.40
		FLEET ONE	AMB FUEL	178.20
			AMB FUEL	65.98
			AMB FUEL	34.85
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	12.30
			Life & AD&D Insurance Prem	12.30
			Life & AD&D Insurance Prem	14.40
			Life & AD&D Insurance Prem	14.40
		INTERNAL REVENUE SERVICE	FICA	747.19
			FICA	772.81
			Medicare	174.74
			Medicare	180.75
		POSTAGE BY PHONE PLUS	POSTAGE	18.26
		ICMA	Retirement 401	539.71
			Retirement 401	651.74
		AFLAC	Aflac Insurance Premiums	20.84
			Aflac Insurance Premiums	20.84
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	85.60
		KING, DR ROBERT D	OCT MEDICAL DIRECTOR SERVI	1,000.00
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING	1,181.52
		STAPLES ADVANTAGE	WIRE TRAY	10.88
		MIDWEST PUBLIC RISK OF MISSOURI	AMBULANCE DEPT	115.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000033
				TOTAL: 10,380.90
NON-DEPARTMENTAL		Lee C. Fine Airpor	MIDWEST PUBLIC RISK	
			Dental Insurance Premiums	28.20
			Dental Insurance Premiums	28.20
		UNUM LIFE INSURANCE	Long Term Disability Ins P	25.43
			Long Term Disability Ins P	25.43
		MO DEPT OF REVENUE	SEPLCF SALES TAX	1,705.72
			State Withholding	121.40
			State Withholding	133.55
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	2.80
			Life & AD&D Insurance Prem	2.80
		INTERNAL REVENUE SERVICE	Fed WH	349.74
			Fed WH	396.21
			FICA	283.74
			FICA	305.58
			Medicare	66.35
			Medicare	71.46
		ICMA	Retirment 457 &	112.30
			Retirment 457 &	112.30
			Loan Repayments	16.89
			Loan Repayments	16.89
		AFLAC	Aflac Insurance Premiums	24.64
			Aflac Insurance Premiums	24.64
		LIBERTY NATIONAL LIFE INS CO	Liberty National Life Prem	39.01
			Liberty National Life Prem	39.01
				TOTAL: 3,932.29
Lee C. Fine Airport		Lee C. Fine Airpor	MIDWEST PUBLIC RISK	
			Dental Insurance Premiums	65.40
			Dental Insurance Premiums	65.40
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Ins Premium	388.80
			Health Ins Premium	388.80
			Health Insurance Premiums	794.70
			Health Insurance Premiums	794.70
		UNUM LIFE INSURANCE	Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62
			Short Term Disability Ins	23.52
			Short Term Disability Ins	23.52
		EZARD'S ACE HARDWARE	CABLE TIES, PRESSURE SWTCH	25.47
			FASTENERS	10.34
		FLEET ONE	LCF FUEL	47.01
			LCF FUEL	47.22
		ALLIED WASTE SERVICES #435	TRASH SERVICE	104.65
		AMEREN MISSOURI	LO STATE PARK LOCALZR	40.48
			AIRPORT FIREHOUSE	26.05
			KAISER TERMINAL BLDG	341.44
			LCF AIRPORT HANGAR RENTAL	97.23
			NEW AIRPORT HANGAR	71.48
			LCF AIRPORT HANGAR	53.30
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	11.48
			Life & AD&D Insurance Prem	11.48
			Life & AD&D Insurance Prem	2.16
			Life & AD&D Insurance Prem	2.16
		NAEGLER OIL CO	SATELLITE EQUIP CONN FEE	45.50
			JET A FUEL	20,693.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000034	
		INTERNAL REVENUE SERVICE	FICA	283.73
			FICA	305.57
			Medicare	66.35
			Medicare	71.46
		POSTAGE BY PHONE PLUS	POSTAGE	13.42
		ICMA	Retirement 401	259.45
			Retirement 401	258.53
		PREFERRED AUTO RENTAL	COURTESY CAR	45.00
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
		MIDWEST PUBLIC RISK OF MISSOURI	LEE C FINE AIRPORT	51.33
			TOTAL:	25,591.50
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.55
			Dental Insurance Premiums	30.55
		MO DEPT OF REVENUE	SEP GG SALES TAX	7.87
			State Withholding	96.60
			State Withholding	83.45
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	2.20
			Life & AD&D Insurance Prem	2.20
		INTERNAL REVENUE SERVICE	Fed WH	237.67
			Fed WH	187.75
			FICA	242.88
			FICA	210.96
			Medicare	56.81
			Medicare	49.34
		ICMA	Retirment 457 &	74.86
			Retirment 457 &	74.86
		AFLAC	Aflac Insurance Premiums	55.19
			Aflac Insurance Premiums	55.19
			TOTAL:	1,498.93
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SEPTEMBER UTILITIES	31.98
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	70.85
			Dental Insurance Premiums	70.85
			Health Ins Premium	97.20
			Health Ins Premium	97.20
			Health Insurance Premiums	971.30
			Health Insurance Premiums	971.30
		UNUM LIFE INSURANCE	Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	18.48
			Short Term Disability Ins	18.48
		EZARD'S ACE HARDWARE	FASTENERS	0.75
		FLEET ONE	GG FUEL	51.12
			GG FUEL	51.75
		ALLIED WASTE SERVICES #435	TRASH SERVICE	104.65
		AMEREN MISSOURI	GG AIRPORT HANGAR	44.52
			AIRPORT RD HWY 54	206.93
			GG AIRPORT SHOP	17.50
			957 AIRPORT RD	10.77
			TBLC EXT D GG AIRPORT	19.66
			GG AIRPORT HANGAR	19.74
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	9.02
			Life & AD&D Insurance Prem	9.02
			Life & AD&D Insurance Prem	1.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000035
		NAEGLER OIL CO	Life & AD&D Insurance Prem	1.44
		INTERNAL REVENUE SERVICE	SATELLITE EQUIP CONN FEE	45.50
			FICA	242.89
			FICA	210.97
			Medicare	56.81
			Medicare	49.34
		O'REILLY AUTO PARTS	BATTERY	62.12
			STARTER	56.99
		POSTAGE BY PHONE PLUS	POSTAGE	22.68
		ICMA	Retirement 401	192.20
			Retirement 401	195.43
		CROWN POWER & EQUIPMENT	SOLENOID, BELT	195.10
		BWR CORPORATION	WIND CONE	1,899.59
			PAVEMENT SEAL	1,142.19
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.82
		MIDWEST PUBLIC RISK OF MISSOURI	GRAND GLAIZE AIRPORT	<u>51.33</u>
			TOTAL:	7,354.07

----- FUND TOTALS -----		
10	General Fund	190,284.64
20	Transportation	53,930.82
30	Water Fund	24,248.95
35	Sewer Fund	110,994.58
40	Ambulance Fund	16,416.89
45	Lee C. Fine Airport Fund	29,523.79
47	Grand Glaize Airport Fund	8,853.00

GRAND TOTAL:		434,252.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000036	AMOUNT											
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	ARNALL FLOWERS		32.94											
			STAPLES ADVANTAGE	BINDER CLIPS, AA BATTERIES	18.14											
				TOTAL:	51.08											
City Clerk	General Fund	SULLIVAN PUBLICATIONS INC	6 MOS MUNICIPAL CODE WEB M		180.00											
			STAPLES ADVANTAGE	POCKET & TAB FILE FLDRS, L	193.81											
				MONTHLY PLANNER	15.33											
				TYVEK ENVELOPES	175.70											
				LASER TONER CARTRIDGE	43.72											
				BUSINESS CARDS - N CLARK	12.50											
		TOTAL:	621.06													
City Treasurer	General Fund	ALPHAGRAPHS	BUSINESS CARDS - A WHITE	12.50												
				TOTAL:	12.50											
City Attorney	General Fund	STAPLES ADVANTAGE	TABLTS, PENS, HI-LITRS, PS	93.48												
			ALPHAGRAPHS	BUSINESS CARDS - E RUCKER	12.50											
				TOTAL:	105.98											
Building Inspection	General Fund	QUILL	EXPAN FILE JACKETS LEGAL	41.35												
			FLEET ONE	PPR, BATTRES, PST-IT, SHT	278.35											
				BLDG DEPT FUEL	90.24											
				BLDG DEPT FUEL	43.77											
					TOTAL:	453.71										
Building Maintenance	General Fund	ECO-PEST		PEST CONTROL	42.00											
			EZARD'S ACE HARDWARE	APPLIANCE BULB	1.79											
				GB MAINTENANCE SUPPLY	TRASH CAN LINERS, TOWELS	244.45										
					LAKE SUN LEADER 81525 & 1586450	LOBBY PROJECT BID	99.00									
						PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOCOLATE	172.85								
							SHANNON PAINTER DBA B & H CLEANING	JANITORIAL SERVICE	1,249.98							
								MIDWEST ELECTRONIC SYSTEMS INC	ANNUAL FIRE ALARM TEST/INS	150.00						
									GEO-ENTERPRISES, INC	GROUND SOURCE PUMPS	688.01					
											TOTAL:	2,648.08				
										Parks	General Fund	PURCELL TIRE CO	TIRES 2000 CHEVY 2500	553.99		
													WALMART COMMUNTIY BRC	BALLOONS	5.75	
														EZARD'S ACE HARDWARE	FOIL PANS, LRG ARTIC, HND	91.40
															FLEET ONE	HANDLE, BRUSH, CLEANSER
PARKS FUEL	PARKS FUEL	179.29														
	PARKS FUEL	PARKS FUEL	187.19													
		O'REILLY AUTO PARTS	INT DR HANDL	15.99												
			SHERWIN-WILLIAMS	TIE DOWN, ANTIFREEZE	43.93											
					SSTRIPE FMP WHITE	51.45										
					TOTAL:	1,140.56										
				Human Resources	General Fund	OCCUPATIONAL MEDICINE CLINIC	PRE-EMPLOYMENT TESTING	20.00								
							CAMDEN COUNTY HEALTH DEPARTMENT	FIT FOR DUTY	50.00							
								DRUG TESTING	185.00							
								VACCINATIONS	45.00							
									TOTAL:	300.00						
Overhead				General Fund	FEDERAL EXPRESS CORP	SHIPPING FEES-STANDARD & A		22.99								
	OCCUPATIONAL MEDICINE CLINIC					WORKMAN'S COMP	69.00									
		STAPLES ADVANTAGE				LASER TONER CARTRIDGE	133.40									
			CPY PAPER, BLUE SHEETS, EN			301.52										

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000037
			PASTEL COPY PAPER	37.40
		DATA COMM INC	CPY/FX/PRNTR, TONER	594.78
		ALPHAGRAPHICS	WINDOW ENVELOPES	211.39
			ENVELOPES	135.72
			TOTAL:	1,506.20
Police	General Fund	WALMART COMMUNITY BRC	ICE, COOLER	26.00
			CAMERA CASES	72.00
		REPCO MARKETING INC	BAC SOLUTION	83.50
		EWERS TIRES INC	TIRE PURCHASES	1,587.36
		FLEET ONE	PUBLIC SAFETY FUEL	1,080.07
			PUBLIC SAFETY CAR WASH	66.00
			PUBLIC SAFETY FUEL	970.96
			PUBLIC SAFETY CAR WASH	80.00
		MO POLICE CHIEFS ASSC	MEMBERSHIP - T DAVIS	75.00
		STAPLES ADVANTAGE	POST-IT, FOLDERS, STENOS,	40.44
		LAKE SUN LEADER 81525 & 1586450	VIDEO MGMT SYSTEM BID	99.00
		LARRY'S LAKESIDE AUTO REPAIR INC	MOUNT, BALANCE, DISPOSE #2	59.06
			MOUNT, BALANCE, DISPOSE #3	59.06
			OIL CHG, TIRE ROTATN #24	53.33
			OIL CHG, RESURF ROTORS #16	97.33
			TRANS SERVICE, TIRE ROTATN	163.02
			OIL CHG #22	37.28
		LYNN PEAVEY COMPANY	HOT SHOT SINGLES, DUSTR, S	136.20
		CAMDEN COUNTY SHERIFF'S DEPT	ARRESTEES AWAITING BOND	135.00
			ARRESTEES AWAITING BOND	450.00
			ARRESTEES AWAITING BOND	450.00
			ARRESTEES AWAITING BOND	540.00
			ARRESTEE AWAITING BOND	1,125.00
		PSE INSTALLATION	WAVE ANTENNA W/SPRING	50.00
		NARTEC INC	BLOOD DETECTION KIT	32.70
		STAPLES ADVANTAGE	CTRG TONER, COPY PAPER, CD	192.24
			CPY PPR, BADGE HLDRS, HILI	72.83
		OSAGE ANIMAL HOSPITAL	BOARDING	121.50
			TOTAL:	7,954.88
911 Center	General Fund	PRIORITY DISPATCH	PROTOCOL & MEDICAL CARDSET	1,332.00
			TOTAL:	1,332.00
Planning	General Fund	QUILL	PENTEL PENS	20.28
			LASER LABELS	39.75
			LABELS	20.68
			BINDER CLIPS	8.52
			WRIST REST	15.70
			STENO BOOKS	12.50
			HANDSET CORD	5.74
		FLEET ONE	PLANNING FUEL	66.71
		AMERICAN STAMP & MARKING PROD INC	SLIMLINE INSERT	24.67
		LAKE SUN LEADER 81525 & 1586450	SIGN ORDINANCE	36.00
		ALPHAGRAPHICS	BUSINESS CARDS - B CHATHAM	12.50
			TOTAL:	263.05
Engineering	General Fund	QUILL	MOUSE PAD WRIST REST RETUR	9.14-
			FOLDERS	17.88
			TWIN PK INKJ CTG	33.40
			RED PENS	19.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000038	
			MOUSE PAD WRIST REST	9.14
		FLEET ONE	CITY ENG FUEL	83.08
			CITY ENG FUEL	93.51
		LASER SPECIALIST INC	REPAIR SOKKIA	132.00
			TOTAL:	379.40
Information Technology	General Fund	ELECTRONICS UNLIMITED	REPAIR EXT 380	65.00
		FLEET ONE	IT FUEL	31.57
			TOTAL:	96.57
Economic Development	General Fund	LAKE SUN LEADER 81525 & 1586450	DIERBERGS PROPOSAL REQUEST	198.00
		PECKHAM GUYTON ALBERS & VIETS, INC	HIGH POINT TIF	20,076.69
			HIGH POINT TIF ANALYSIS	3,054.99
			TOTAL:	23,329.68
Transportation	Transportation	USA BLUE BOOK	SCRUBS IN-A-BUCKET	108.64
		QUILL	WALL CALENDARS, PENS	27.20
			BINDER CLIPS	5.22
		WALMART COMMUNTIY BRC	DESK CALENDARS	20.62
			SPRAY PAINT	11.52
		EZARD'S ACE HARDWARE	SPRAY PAINT	38.16
		FLEET ONE	HARDWARE	4.79
			TRANS FUEL	438.47
		GB MAINTENANCE SUPPLY	TRANS FUEL	339.70
			LINERS, TOWELS, CUPS, TP	58.38
		HDR INC	TRASH CAN LINERS	35.34
		O'REILLY AUTO PARTS	ONE-WAY COUPLE STREET LIGH	2,067.50
			TIRE GAUGES	26.76
			TIE DOWN	39.98
			CLASS CLEANER, VALVE EXT	28.98
			VALVE EXT REFUND	24.99-
			LUBRICANT	5.99
		LAKE SUN LEADER 81525 & 1586450	DEICING SALT BID	54.00
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
			COFFEE, CREAM, HOT CHOCOLA	58.78
		APAC MO INC	OB 10-015 ZEBRA & STEWART	271,675.39
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
			STREET DEPT UNIFORMS	30.70
			STREET DEPT FLOOR MATS	5.00
			TOTAL:	275,126.21
Water	Water Fund	USA BLUE BOOK	SCRUBS IN-A-BUCKET	108.64
			DISCHRG TUBING, LMI REPAI	227.26
		QUILL	WALL CALENDARS, PENS	27.20
			DESK CALENDARS	20.63
		WALMART COMMUNTIY BRC	TOPSOIL	19.80
		EZARD'S ACE HARDWARE	TARP, SHOP TOWELS	17.16
			LIGHT BULBS	5.37
		FLEET ONE	WATER FUEL	162.36
			WATER FUEL	144.01
		GB MAINTENANCE SUPPLY	LINERS, TOWELS, CUPS, TP	58.38
		GOEHRI, GEORGE	NOV HEALTH INS PREMIUM	74.74
		MO ONE CALL SYSTEM INC	LOCATES	112.45
		TALLMAN COMPANY	TORCH BLADES	14.00
		O'REILLY AUTO PARTS	ANTIFREEZE	13.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000039
			MOTOR OIL, INJECTION CLEAN	8.48
			TOWELS, WIPES	13.85
			TOWELS, AUTO CLOTH, HAND C	12.76
		LAKE SUN LEADER 81525 & 1586450	PARKVIEW BAY WTR TWR FENCE	261.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, HOT CHOCOLA	58.78
		HD SUPPLY WATERWORKS LTD	SETTRS, METR TILE, ADPTR R	583.22
		UNITED STATES PLASTIC CORP	GRAB RING, CONNECTORS, O-R	33.53
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	53.26
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
		SOUTHWEST STONE SUPPLY INC	SHREDDED PINE MULCH	600.00
		GS ROBINS & CO	SODIUM HYPOCHLORITE	1,424.25
			TOTAL:	4,093.16
Sewer	Sewer Fund	USA BLUE BOOK	FTI PFP-48 POLY PUMP END	324.54
			SCRUBS IN-A-BUCKET	108.64
		VANDEVANTER ENGINEERING	FLOATS	557.00
		MCDUFFEY LAB	E. COLI ANALYSIS	25.00
		ECC SUPPLY	AUXILIARY CONTACT	92.00
		AMOS SEPTIC SERVICE INC	PUMPOUT LIFT STATIONS	1,400.00
		EZARD'S ACE HARDWARE	FLEX COUPLES	15.98
			KEYS	5.96
			PLIER	39.99
			FASTENERS, MULCH	23.87
			SAWZAL BLADES	69.96
			FASTENERS	11.52
			THREADLOCKER, SUPER GLUE	11.98
		RP LUMBER INC	PREMIX CONCRETE	15.96
		FLEET ONE	SEWER FUEL	249.63
			SEWER FUEL	296.98
		GB MAINTENANCE SUPPLY	LINERS, TOWELS, CUPS, TP	58.38
		HDR INC	WATER & SEWER MASTER PLAN	35.85
		MIDWEST BLOCK & BRICK	LIME	61.70
		MO ONE CALL SYSTEM INC	LOCATES	112.45
		MUNICIPAL EQUIPMENT CO	GRINDER PUMPS #23074 & 230	12,090.00
			START RELAYS	605.55
			START RELAYS	658.03
		CED PHILLIPS & CO	500 FT MEASURE TAPE	102.20
			500V MIDGET TD FUSES	169.50
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, HOT CHOCOLA	58.79
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	32,103.20
			TREATMENT PLANT EXPANSION	1,934.00
		HD SUPPLY WATERWORKS LTD	BRASS NIPPLE, PVC	27.24
			COUPLINGS	107.98
			PVC	228.36
			PVC, COUPLINGS	394.44
			ADPTR RING, SEWER LID	137.68
		JCI	PUMP REPAIR #0114618	995.00
			PUMP REPAIR #0193694	995.00
			PUMP REPAIR #933	1,487.00
			PUMP REPAIR #855	1,487.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	34.75
			SEWER DEPT FLOOR MATS	4.99
			SEWER DEPT UNIFORMS	34.75
			SEWER DEPT FLOOR MATS	4.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000040	AMOUNT
		TRAVIS HODGE HAULING LLC	OB10-021 CASA BONITA GRIND		3,382.10
			TOTAL:		60,559.94
NON-DEPARTMENTAL	Ambulance Fund	ALL-CAL COLLECTIONS SERVICES INC	COLLECTION SERVICE		120.63
			TOTAL:		120.63
Ambulance	Ambulance Fund	WALMART COMMUNITY BRC	PREC XTRA STRPS		116.93
			CPR TRAINING SUPPLIES		16.46
		FLEET ONE	AMB FUEL		124.82
			AMB FUEL		57.72
		ALLMED	MEDICAL SUPPLIES		21.96
			MEDICAL SUPPLIES		42.02
			MEDICAL SUPPLIES		15.12
			EXPIRED MEDS		133.04
			MEDICAL SUPPLIES		40.50
			MEDICAL SUPPLIES		25.46
			MEDICAL SUPPLIES		70.46
			MEDICAL SUPPLIES		338.54
			MEDICAL SUPPLIES		379.80
			MEDICAL SUPPLIES		117.55
		HOOPS UNLIMITED	CAPS W/EMBROIDERY		228.00
		STAPLES ADVANTAGE	CTRG TONER		70.17
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES		50.59
		STERICYCLE INC	MONTHLY BIOHAZARD DISPOSAL		22.27
		ALPHAGRAPHICS	PATIENT CONSENT FORMS		246.33
		ST FRANCOIS CO AMBULANCE DISTRICT	PEPP PROVIDR CERT.-K ROBER		250.00
			TOTAL:		2,101.66
Lee C. Fine Airport	Lee C. Fine Airpor	EZARD'S ACE HARDWARE	BULBS		23.96
		FLEET ONE	LCF FUEL		0.00
			LCF CAR WASH		0.00
			LCF FUEL		48.37
			LCF CAR WASH		4.00
		GB MAINTENANCE SUPPLY	GB MAINTENANCE SUPPLY		235.23
		GIER OIL CO INC	DYED DIESEL		709.54
			UNLEADED GASOLINE		433.42
		HY-VEE FOOD & DRUG STORES INC	WORMAN'S COMPENSATION		4.00
		O'REILLY AUTO PARTS	OIL, FUEL, AIR FILTERS; OI		298.12
		OCCUPATIONAL MEDICINE CLINIC	WORKMAN'S COMP		226.00
		CROWN POWER & EQUIPMENT	NH TC33 TRACTR GEAR BOX RE		324.18
		HUTCHINS TELECOM LLC	OB10-022 LCF T-HANGAR		50,400.00
		AA PROPANE LLC	PROPANE		699.60
			TOTAL:		53,406.42
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY BRC	ENVELOPES		6.72
		FLEET ONE	GG FUEL		0.00
			GG FUEL		0.00
		O'REILLY AUTO PARTS	SPK PLGS, DST CAP & RTR, I		56.71
			RETURNED DIST CAP & ROTOR		6.22
			MOTOR OIL, FILTER		22.40
			SPARK PLUGS, MECH F/PUMP		40.31
			TOTAL:		119.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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000041

----- FUND TOTALS -----		
10	General Fund	40,194.75
20	Transportation	275,126.21
30	Water Fund	4,093.16
35	Sewer Fund	60,559.94
40	Ambulance Fund	2,222.29
45	Lee C. Fine Airport Fund	53,406.42
47	Grand Glaize Airport Fund	119.92

	GRAND TOTAL:	435,722.69

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



000042
 Planning Dept.: _____
 Sewer Dept.: _____
 License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date Application Received: 10-15-10 NC

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

Mailing Address: P.O. Box 15508, Lenexa, KS 66285

Applicant Name: Robert W. Rentfro

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

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

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ___	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ___	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ___	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. <u>X</u>	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.

 NA - Change of Managing Officer Only

All renewal applications must be received by May 1st.

BILL NO. 10-59
FLOOR SUBSTITUTE

ORDINANCE NO. 10.59

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 210.720 AND SECTION 210.730 CONCERNING PERMITTING AND DISPLAY OF FIREWORKS.

WHEREAS, the City of Osage Beach, Missouri has the power and authority to enact and ordain an ordinance regulating the use and display of fireworks consistent with the Constitution and the laws of the State of Missouri; and,

WHEREAS, the Board of Aldermen of the City of Osage Beach, Missouri is desirous of adopting an ordinance limiting the display of fireworks to the hours of 6:00 p.m. to 10:00 p.m. for the purpose of limiting noise and disruption from fireworks displays; and,

WHEREAS, The Board of Aldermen finds and determines that limiting the display of fireworks to the hours of 6:00 p.m. to 10:00 p.m. is reasonable and necessary.

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

Section 1. That Section 210.720 of the Osage Beach Code of Ordinances be amended so that such section shall read as follows:

Section 210.720. PERMIT TO DISCHARGE

- A. A permit shall be obtained from the City for the discharge of fireworks. Each permit shall specify the date, time, location, property owner, and responsible party conducting the display. No permit shall be issued for any display earlier in the day than 6:00 p.m. or later in the day than 10:00 p.m. Permits may also be issued under this chapter for a display from December 31 beginning at 11:50 p.m. to January 1 at 12:10 a.m.
- B. Applications for permits shall be made in writing at least seven (7) working days in advance of the date of the display or discharge of fireworks and shall be accompanied by an application fee of twenty-five dollars (\$25.00). The sale, possession, use and distribution of fireworks for such display shall be lawful under the terms and conditions approved with the permit and for that purpose only. A permit granted hereunder shall not be transferable, nor shall any such permit be extended beyond the dates set out therein.
- C. Applications for display of fireworks shall be approved by the Chief of Police and issued by the City Clerk. Applicants must first obtain a permit from either the State Fire Marshall or the Osage Beach Fire Protection District and provide a copy of said permit with the application.

Section 2. That Section 210.730 of the Osage Beach Code of Ordinances be amended so that such section shall read as follows:

Section 210.730 SALE AND DISCHARGE REGULATIONS

- A. It shall be a violation of this Code for any person to store, to offer for sale, expose for sale, sell at retail, or use or explode any fireworks, except as provided within the terms of the permit issued under Section 210.720 and the rules and regulations issued by the City for the granting of permits for supervised public displays of fireworks by the jurisdiction, fair associations, amusement parks and other organizations.
- B. Every such display shall be supervised by a person licensed and bonded for the purpose of discharging fireworks. The fireworks shall be arranged, located, discharged or fired in a manner that, in the opinion of the Chief of Police, will not be a hazard to property or endanger any person.

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

READ FIRST TIME: _____ : READ SECOND TIME: _____

I hereby certify that Ordinance No.10.59 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach.

The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 10.59.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 26, 2010
Submitted By: City Planner
Board Meeting Date: November 4, 2010

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

Description of Item:

Bill 10-68. Amendment to the Sign Ordinance addressing signage for larger shopping centers within the community to be defined as "Metro Shopping Centers".

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

The City, developers, sign companies, and businesses who desire to build or locate within such a development, and the Citizens of Osage Beach.

Why is Board Action Required?

Board action is required to amend or make additions to an ordinance.

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

Move to approve the first reading of Bill 10-68.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

The Planning Department is bringing this addition to the Sign Ordinance to you in an attempt to create signage ability for large scale commercial development that will both serve the needs of future development as well as give the City the ability to control the number of free standing signs that are constructed on these sites. It is certainly our intention to provide for a better visual impact to the City's streets by reducing the number of free standing signs located within the community along with allowing future and existing developments that meet the defined criteria the ability to construct signage that is more efficient, visually

pleasing, and takes advantage of new signage capabilities and technology in their presentation to their potential customers.

The City has a minimum of four locations that meet these specifications and several more that will certainly be capable of reaching the requirements that we see development activity on with consistency and assume that they will develop in the future as the economy begins to rebound and development activity increases as we are seeing signs of already. As such we are adding the definition of a "Metro Shopping Center" to the "Definitions" section of the Zoning Code, and the description of permitted signage for the Metro Shopping Center to the Sign Code as point i. under the permitted signage allowed for the larger "Regional Shopping Center".

The Planning Department presented this amendment to the Sign Ordinance to the Planning Commission at their meeting on Tuesday October 12, 2010. After some discussion the Planning Commission recommends approval of this amendment as it reads in the enclosed ordinance.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Planner and the Planning Commission.
Request first reading of Bill 10-68.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE ZONING ORDINANCE, SECTION 405.360, DEFINITIONS AND 405.380, SIGN REGULATIONS – NON RESIDENTIAL USES

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

Section 1. That Section 405.360 of the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding a new definition to read as follows:

METRO SHOPPING CENTER: A commercial or retail development that has a minimum development area of ten (10) acres, a minimum of four hundred (400) feet of road frontage, and at least one hundred thousand (100,000) square feet of retail sales facility.

Section 2. That Section 405.380 of the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding a new section to read as follows:

Section 405.380 4.i: METRO SHOPPING CENTER PRIMARY SIGNS.

1. Metro shopping centers will be allowed one primary sign containing the name of the development, along with the names of the various businesses that operate within that development located on the development property in a location on the main frontage road for the development. If the Metro Shopping Center is bordered by more than one State Highway, the development will be allowed a primary sign on each State Highway frontage that is a minimum of one thousand (1000) feet. The Metro Shopping Center Primary Sign shall not exceed:
 - (a) A maximum of six hundred (600) square feet; and
 - (b) Forty-five (45) feet in height from the road elevation nearest the sign location.
2. Tenant signs located on the Metro Shopping Center Primary Sign may not exceed the lesser of:
 - (a) a total area of one (1) square foot per fifty (50) square feet of gross floor area occupied by that tenant; or
 - (b) two hundred (200) square feet
3. Each Metro Shopping Center Primary Sign may contain one digital bulletin board sign not to exceed one hundred fifty (150) square feet in total area. The digital bulletin board shall display only commercial messages for the tenants of the Metro Shopping Center or public or community service announcements as determined by the owner or manager of the Metro Shopping Center.

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 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.

000049

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 5. This Ordinance shall be in full force and effect upon the date of passage and approval by the Mayor.

READ FIRST TIME: _____; READ SECOND TIME: _____

I hereby certify that the above Ordinance No.10.68 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach, Missouri. 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 10.68.

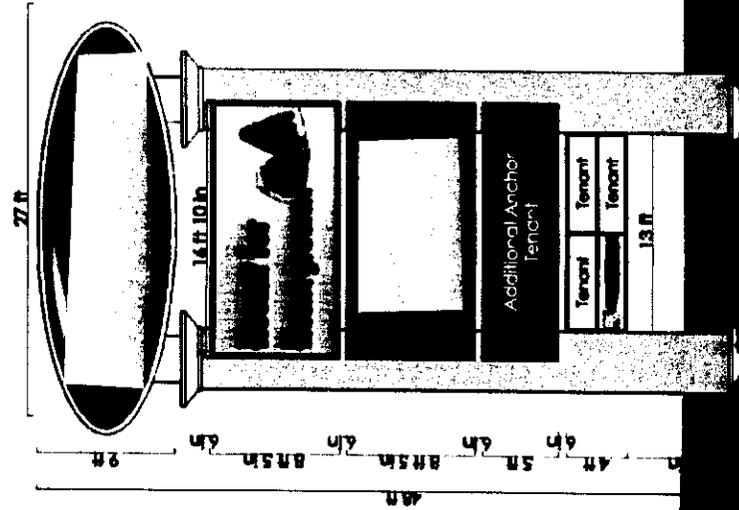
Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Lake of the Ozarks



Sign Area
 Oval = 190.76
 EMC Board = 125.32
 Anchor Cabinets = 278.04
 Total sign area = 594.12 sq ft

Customer: [Redacted] (Lake of the Ozarks)
 Job / Est. #: 6179
 Contact: Brent Beumer
 Salesperson: Garrett Newhouse

Project Sign: [Redacted]
 Dimensions of sign cabinet to have finished faces with digital prints and will be in taking 400 with high-pressure laminate and bulletin.
 Material: Sign cabinet to have finished faces with digital prints and will be in taking 400 with high-pressure laminate and bulletin.
 Dimensions of sign display will be a full color GPP-112224-58-FGB-2V using Venue 1500 software.

Sign supported by steel poles erected buried in concrete footings per licensed engineer specs.

Sign Sign to provide final electrical hookup. A 120V primary circuit to sign shall be provided by others.



Customer: [Redacted] (Lake of the Ozarks)
 Job / Est. #: 6179
 Contact: Brent Beumer
 Salesperson: Garrett Newhouse

Project: Pylon Sign
 Drawn by: ACS
 File #: 16732
 Date: 9-22-10

Signature: _____
 Date of Approval: _____
 TSSC
 [Redacted] (Lake of the Ozarks)
 [Redacted] (Lake of the Ozarks)
 [Redacted] (Lake of the Ozarks)

Rev: [Redacted]
 Rev: [Redacted]
 Rev: [Redacted]
 Drawing #: [Redacted]

000051



TO: Diann Warner, City Clerk, City of Osage Beach

FROM: Trish Creach, Lake Area Chamber of Commerce
Tim Jacobsen, Lake of the Ozarks Convention and Visitors Bureau

RE: Placement on the November 4th Board Agenda

DATE: October 27, 2010

As directed by the Boards of Directors of the Lake Area Chamber of Commerce and Lake of the Ozarks Convention and Visitors Bureau, we respectfully submit this written request to be placed on the November 4th City of Osage Beach Board agenda.

The presentation will be regarding the 2010 Holiday Drive-Through Light Park. Attached you will find ten copies for review and reference at the meeting.

If you have questions please feel free to contact Trish Creach at 573-964-1008 or Tim Jacobsen at 573-348-1599.

Thank you for your assistance.

Lake Holiday Lights Drive-Thru Park	
2009 Actual Income	2009
Sponsorships	
Ameren UE	\$ 700.00
American Sun Control	\$ 100.00
B&B Heating and Cooling	\$ 500.00
Boers Food Service	\$ 100.00
Camden Business District <51 units TCLA	\$ 3,000.00
Celebration Cruise	\$ 100.00
Central Bank	\$ 2,500.00
Chris Herman	\$ 100.00
Clarks Concrete	\$ 100.00
Declue & Dunstan Accountants	\$ 250.00
Dogwood Hill Resort	\$ 100.00
Evers & Company CPA's	\$ 100.00
First Bank of the Lake	\$ 100.00
First National Bank	\$ 500.00
LOTO Golf Council	\$ 500.00
Great Southern Bank	\$ 100.00
Heart of the Ozarks BPW	\$ 250.00
Hy-Vee	\$ 500.00
Inn At Harbour Ridge B&B	\$ 100.00
J. Bruners	\$ 100.00
Kay's Restaurant	\$ 100.00
Lake Regional Health Systems	\$ 1,000.00
Miller County Business District TCLA	\$ 5,000.00
Moore Food Distributers	\$ 1,000.00
Naught Naught Insurance	\$ 500.00
Paul's Supermarkets	\$ 250.00
Premier Bank	\$ 100.00
Putt N Stuff	\$ 100.00
St. Mary's Health Center	\$ 1,000.00
Sycamore Creek Golf Club	\$ 250.00
Topsider	\$ 100.00
Total 2009 Sponsorship Funds	\$ 19,200.00
Gate Admissions	\$ 27,363.00
TOTAL 2009 INCOME	\$ 46,563.00
*TCLA \$10,000 was spent in 2009 but used to pay for 2008 teardown. TCLA has \$10k in this year's budget.	
Not included is approx \$186,000 to lease/purchase the 80 displays. Lease has been paid off in 2009	

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2009 Actual Expenses	
Lamar Billboards	\$ 6,500.00
Instant Signs & Banners (Sponsors)	347.00
RSC Genie Lift Rental	1,500.00
Pizza for Volunteer Students (Set up)	77.00
Truck Drivers for tear down	80.00
North Poll Productions Setup and Tear Down	21,955.00
Trailer Repair	1,912.00
OB Hi Tech Trailer Towing	150.00
Repairs & Maintenance Clint Parker	2,001.00
Repairs & Maintenance Mike Priest	1,674.00
Strickland & Sons Electrical Hookup	2,496.00
Holiday Light Supplies	2,530.00
Leo Case Digital Sign Rental @ Entrance	500.00
City of Osage Beach Electric	1,666.00
City of Osage Beach Generator	586.00
License and Permits	53.00
Welding and Construct Student Display	1,500.00
Build Candy Canes	2,026.00
TOTAL 2009 EXPENSES	\$ 47,553.00
Total 2009 Income	\$ 46,563.00
Total 2009 Expenses	\$ 47,553.00
	(990.00)
Additional Expenses 2010	
Transport Trailers to/from Park Hy Tech	\$ 600.00
New Sequencers @\$600-800 each	3,500.00
Light Bulbs and new sockets	1,600.00
	\$ 5,700.00

Submission Date: October 26, 2010
Submitted By: City Clerk
Board Meeting Date: November 4, 2010

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

Description of Item:

Resolution 2010-10. Resolution of Intent to Annex –Stephen and Judy Taylor

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

The City, citizens, Stephen and Judy Taylor

Why is Board Action Required?

Required by RSMo. Section 71.012.

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

Resolution 2010-10 establishes a date for a public hearing to be held concerning the voluntary annexation.

Are there any deadlines associated with this action?

Yes. The resolution is part of the process to annex property.

Comments and Recommendation of Department:

This is the first step in a voluntary annexation by a landowner. Staff recommends approval.

City Administrator Comments and Recommendation:

Concur with staff recommendation.

RESOLUTION 2010-10

RESOLUTION CONCERNING ANNEXATION OF PROPERTY

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

Section 1. That there has been presented, on this date, to the Board of Aldermen of the City of Osage Beach, a verified petition signed by the owners of all fee interests of record in all tracts of real property located within the area described in the petition, which area is proposed to be annexed to the City of Osage Beach, and which petition requests annexation of such area into the City of Osage Beach, Missouri, a copy of which petition is attached hereto and made a part hereof.

Section 2. That no part of the said real property is now included in any incorporated municipality.

Section 3. That the said real property is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.

Section 4. That in accordance with Section 71.012, RSMo, a public hearing shall be held concerning the matter, and this public hearing shall be held on the 18th day of November, 2010, at 6:30 p.m. at City Hall in Osage Beach, Missouri.

Section 5. The City Clerk is authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Camden County, Missouri, which is qualified to public legal matters.

I hereby certify that Resolution 2010-10 was duly passed on November 4, 2010 by the Board of Aldermen of the City of Osage Beach, Missouri. The votes thereon were as follows:

Ayes _____

Nays _____

Abstaining _____

Absent _____

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker
City Attorney

000056

All of Tracts A and D of AMENDED PLAT OF HILTON'S LANDING SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri.



000057

PETITION REQUESTING ANNEXATION

We, the undersigned Stephen W Taylor and Judy Taylor, husband and wife, hereinafter referred to as the Petitioners, for our petition to the Board of Aldermen of the City of Osage Beach, Missouri, state and allege as follows:

- 1. That we are the owners of all fee interests of record in the real estate in Camden County, Missouri, as described. (Attach legal description.)
2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.
4. That we request that the said real estate be annexed to, and be included within the corporate limits of the City of Osage Beach, Missouri as authorized by the provisions of Section 71.012, RSMo.
5. That we request that the Board of Aldermen of the City of Osage Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Osage Beach to include the real estate as described.

Dated this 9/15/10 day of September, 2010.

/s/ Steve Taylor
Name

P.O Box 445 Kirksville MO
Address 63501

/s/ Judy Taylor
Name

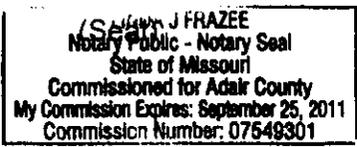
573-434-2092 660 342 2889
Phone Number

INDIVIDUAL(S) ACKNOWLEDGEMENT

State of Missouri)
County of Adair)

On this 15th day of Sept, 2010, before me, the undersigned notary public, personally appeared Stephen W Taylor & Judy Taylor known to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same as for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Linda J Frazee
Notary Public

CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone - 573-302-0528 FAX

WARRANTY DEED

THIS INDENTURE, Made on the 26th day of Nov^r One Thousand Nine Hundred and Ninety-Six by and between

HAROLD LEAVITT, Trustee of the Harold Leavitt Living Trust dated November 11, 1994 and LEO J. CHRISTESON and EUGENIA A. CHRISTESON, husband and wife

of the County of Camden, State of Missouri, parties of the first part, and

STEPHEN TAYLOR and JUDY K. TAYLOR, husband and wife

of the County of Sarasota, in the State of Florida, parties of the second part. (Mailing address of said first named grantee is 101 South Gulf Stream, Apt. 11-B, Sarasota, Florida 34236.)

WITNESSETH, That the said parties of the first part, in the consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to them paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land, lying, being situate in the County of Camden and State of Missouri, to-wit:

All of Tracts A and D of AMENDED PLAT OF HILTON'S LANDING SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri.

Subject to all restrictions, reservations, conditions and easements of record and to all existing roads and power lines, whether of record or not.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said parties of the second part and unto their heirs and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Harold Leavitt (seal)
HAROLD LEAVITT, Trustee of the Harold Leavitt Living Trust dated November 11, 1994

Leo J. Christeson (seal)
LEO J. CHRISTESON

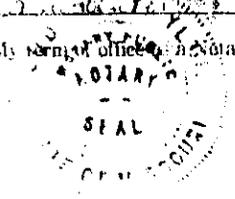
Eugenia A. Christeson (seal)
EUGENIA A. CHRISTESON

STATE OF MISSOURI
COUNTY OF CAMDEN

On this 26th day of Nov^r, 1996, before me personally appeared HAROLD LEAVITT, Trustee of the Harold Leavitt Living Trust dated November 11, 1994, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Trustee of said Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal, at my office in _____ the day and year first above written

My term of office as Notary Public will expire: _____



Stephen Taylor
Notary Public

Submission Date: October 26, 2010

Submitted By: City Clerk

Board Meeting Date: November 4, 2010

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

Description of Item:

Resolution 2010-11. Resolution of Intent to Annex --Jason and Stephen Taylor

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

The City, citizens, Jason and Stephen Taylor

Why is Board Action Required?

Required by RSMo. Section 71.012.

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

Resolution 2010-10 establishes a date for a public hearing to be held concerning the voluntary annexation.

Are there any deadlines associated with this action?

Yes. The resolution is part of the process to annex property.

Comments and Recommendation of Department:

This is the first step in a voluntary annexation by a landowner. Staff recommends approval.

City Administrator Comments and Recommendation:

Concur with staff recommendation.

RESOLUTION 2010-11

RESOLUTION CONCERNING ANNEXATION OF PROPERTY

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

Section 1. That there has been presented, on this date, to the Board of Aldermen of the City of Osage Beach, a verified petition signed by the owners of all fee interests of record in all tracts of real property located within the area described in the petition, which area is proposed to be annexed to the City of Osage Beach, and which petition requests annexation of such area into the City of Osage Beach, Missouri, a copy of which petition is attached hereto and made a part hereof.

Section 2. That no part of the said real property is now included in any incorporated municipality.

Section 3. That the said real property is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.

Section 4. That in accordance with Section 71.012, RSMo, a public hearing shall be held concerning the matter, and this public hearing shall be held on the 18th day of November, 2010, at 6:30 p.m. at City Hall in Osage Beach, Missouri.

Section 5. The City Clerk is authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Camden County, Missouri, which is qualified to public legal matters.

I hereby certify that Resolution 2010-11 was duly passed on November 4, 2010 by the Board of Aldermen of the City of Osage Beach, Missouri. The votes thereon were as follows:

Ayes _____

Nays _____

Abstaining _____

Absent _____

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker
City Attorney

A part of Section 28, Township 39 North, Range 16 West, in Camden County, Missouri, described as follows:

Beginning at a point 30 feet South and 5 feet West of the Northeast corner of the Northeast quarter of the Southwest quarter of Section 28, Township 39 North, Range 16 West; thence North 58 degrees 41 minutes West 334.7 feet to the South right of way line of Lake Road 54-63; thence along said Lake Road in a Northeasterly direction to a point 288.6 feet North 2 degrees 19 minutes East of the said Northeast corner of the Northeast quarter of the Southwest quarter of said Section 28; thence South 2 degrees 19 minutes West 295.0 feet more or less to the West right of way line of U.S. Highway 54; thence South 28 degrees 32 minutes West along said right of way 30 feet more or less to the point of beginning.

Also, beginning at the Southwest corner of the Southwest quarter of the Northeast quarter of said Section 28; thence North 2 degrees 19 minutes East 200.3 feet; thence South 58 degrees 31 minutes East 93.7 feet to the West right of way of U.S Highway 54; thence South 28 degrees 32 minutes West along said right of way to a point 7.5 feet more or less South of the point of beginning; thence North 2 degrees 19 minutes East 7.5 feet more or less to the point of beginning.



000063

PETITION REQUESTING ANNEXATION

We, the undersigned Jason M Taylor and Stephan W Taylor, husband and wife, hereinafter referred to as the Petitioners, for our petition to the Board of Aldermen of the City of Osage Beach, Missouri, state and allege as follows:

- 1. That we are the owners of all fee interests of record in the real estate in _____ County, Missouri, as described. (Attach legal description.)
- 2. That the said real estate is not now a part of any incorporated municipality.
- 3. That the said real estate is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.
- 4. That we request that the said real estate be annexed to, and be included within the corporate limits of the City of Osage Beach, Missouri as authorized by the provisions of Section 71.012, RSMo.
- 5. That we request that the Board of Aldermen of the City of Osage Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Osage Beach to include the real estate as described.

Dated this 9/15/10 day of September, 20 10.

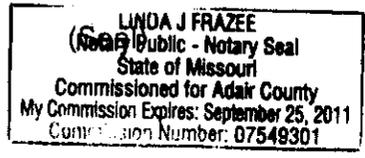
1st Jason Taylor Name 233 Fern Meadows Dr Address Union Creek
 1st Stephan W. Taylor Name 573-434-2092 Phone Number

INDIVIDUAL(S) ACKNOWLEDGEMENT

State of MISSOURI)
County of ADAIR)

On this 15th day of SEPTEMBER, 20 10, before me, the undersigned notary public, personally appeared Jason M & Stephan W Taylor known to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same as for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Linda J Frazee
Notary Public

CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone - 573-302-0528 FAX



RECORDED
DATE 6/5/07
RECORDERS OF DEEDS

000064

2007 JUN -5 A 9:49 B

PAGE 3 OF 30

DEPUTY *S. Kney*

(Space above reserved for Recorder of Deeds certification)

After Recording Return to:

✦ **Monarch Title of Central Missouri, Inc.**
Stone Crest Mall, Suite E-4B
3797 Hwy 54, Box C-7
Osage Beach, MO 65065

MO-07E0026

1. Title of Document: General Warranty Deed

2. Date of Document: June 4, 2007

3. Grantor: Henry L. Weinmeister and Ruth Weinmeister, husband and wife

4. Grantee: Jason M. Taylor, a married man and Stephen W. Taylor, a married man

5. Grantee's Mailing Address: P. O. Box 3543, Camdenton, MO 65020

6. Legal Description: Page 1

(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 4 day of, June, 2007, by and between
Henry L. Weinmeister and Ruth Weinmeister, husband and wife

Grantor(s),

of the County of Camden, State of Missouri party of the first part, and
Jason M. Taylor, a married man and Stephen W. Taylor, a married man

Grantee(s),

Grantee(s) address: P. O. Box ~~446~~ 3543
of the County of Camden, State of Missouri party of the second part.

Camdenton, Mo 65020
~~Kirksville, MO 63501~~

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Camden and the State of Missouri, to-wit:

A part of Section 28, Township 39 North, Range 16 West, in Camden County, Missouri, described as follows: Beginning at a point 30 feet South and 5 feet West of the Northeast corner of the Northeast quarter of the Southwest quarter of Section 28, Township 39 North, Range 16 West; thence North 58 degrees 41 minutes West 334.7 feet to the South right of way line of Lake Road 54-63; thence along said Lake Road in a Northeasterly direction to a point 288.6 feet North 2 degrees 19 minutes East of the said Northeast corner of the Northeast quarter of the Southwest quarter of said Section 28; thence South 2 degrees 19 minutes West 295.0 feet more or less to the West right of way line of U. S. Highway 54; thence South 28 degrees 32 minutes West along said right of way 30 feet more or less to the point of beginning.

ALSO beginning at the Southwest corner of the Southwest quarter of the Northeast quarter of said Section 28; thence North 2 degrees 19 minutes East 200.3 feet; thence South 58 degrees 31 minutes East 93.7 feet to the West right of way of U. S. Highway 54; thence South 28 degrees 32 minutes West along said right of way to a point 7.5 feet more or less South of the point of beginning; thence North 2 degrees 19 minutes East 7.5 feet more or less to the point of beginning.

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party of parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 20__ and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written.

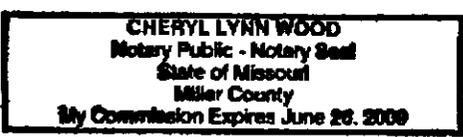
Henry L. Weinmeister
Henry L. Weinmeister
Ruth Weinmeister
Ruth Weinmeister

STATE OF MISSOURI)
COUNTY OF Miller) ss.

On this 4 day of June, 2007, before me personally appeared:
Henry L. Weinmeister and Ruth Weinmeister, husband and wife

to me known to be the person or persons described in and who executed the same as their free act and deed.

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



Cheryl Lynn Wood
Notary Public

My Commission Expires:

Submission Date: October 22, 2010

Submitted By: City Engineer

Board Meeting Date: November 4, 2010

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

Description of Item:

Bill 10-67 - Authorizing the Mayor to execute a Quit Claim Deed.

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

Mr. and Mrs. Toedebusch, City staff

Why is Board Action Required?

Board approval required for this action.

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

Request first and second readings of Bill 10-67.

Are there any deadlines associated with this action?

Staff would like to take care of this as soon as possible.

Comments and Recommendation of Department:

Mr. and Mrs. Toedebusch came to the Engineering Department when they acquired the property on 1290 Procter Drive. They noticed in the title search that there was an easement to the City on the eastern property line for storm sewer, but the storm sewer improvements were on the western property line. They gave the City an easement on their western property line previously. We would like to clean this up for them since they gave the City an easement where the storm sewer improvements are located.

The Engineering Department recommends approving Bill 10-67. Request first and second readings.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 10-67

ORDINANCE NO. 10.67

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE QUIT CLAIM DEED VACATING AN EASEMENT NO LONGER NEEDED BY THE CITY.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Quit Claim Deed vacating an easement no longer needed by the City.

Section 2. That the Board of Aldermen hereby authorizes the Mayor to execute the Quit Claim Deed on behalf of the City of Osage Beach.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.67 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 10.67.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

QUIT-CLAIM DEED

This Indenture, made on the _____ day of _____, 2010 A.D., by and between the **CITY OF OSAGE BEACH**, 1000 City Parkway, Osage Beach, Missouri 65065, grantor of the County of Camden, State of Missouri, party of the first part, and **EWALD W. TOEDEBUSCH, III & NANCY J. TOEDEBUSCH, husband and wife**, 1290 Procter Drive, Osage Beach Missouri 65065, grantee of the County of Camden, State of Missouri and **FOREVER QUIT CLAIM** unto the said parties of the second part, the following described lot, tract or parcel of land, lying, being and situated in the County of Camden and State of Missouri, to wit:

A 5.0 foot wide easement, lying 5.0 feet West of and parallel to that East Line of a tract of land recorded in Deed Book 341, Page 338, of the Records of Camden County, Missouri, said line being more particularly described as follows:

From the Southwest Corner of Lot 1, Block 56, Osage Beach Subdivision, recorded in Plat Book 2, Page 13; thence West along the northerly side of a road, 465.70 feet; thence N 75° 22' W, 55.00 feet thence N 75° 33' 34" W, 75.04 feet, to the point of beginning; thence leaving said road, N 0° 09' 58" W, 167.68 feet, to the shoreline of the Lake of the Ozarks, for the point of termination.

TO HAVE AND HOLD THE SAME, with all the rights, immunities, privileges and appurtenance thereto belonging, unto the said party of the second part and unto their heirs and assigns forever, so that neither the said party of the first part nor their heirs nor any other person or persons, for the **CITY OF OSAGE BEACH**, or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

Submission Date: October 25, 2010

Submitted By: City Attorney

Board Meeting Date: November 4, 2010

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

Description of Item:

Bill 10-69 - Authorizing the Mayor to sign a Quit Claim Deed on behalf of the City as successor in interest to the Industrial Development Authority of the City of Osage Beach to clear the title to a parcel of property at the High Point Shopping Center. This item relates to the Warranty Deed of Corporation filed at Book 291 Page 860.

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

City, property owner and proposed property developer.

Why is Board Action Required?

Board approval required for this action.

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

Request first and second readings of Bill 10-69 authorizing the Mayor to execute on behalf of the City as successor in interest a release of any interest the City has as successor in interest to the Industrial Development Authority of the City of Osage Beach pursuant to a deed entitled "Warranty Deed by Corporation" dated February 18, 1986 and filed at Book 291, Page 860 in the office of the Camden County Recorder of Deeds.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

The City Attorney requests first and second readings of Bill 10-69. This Quit Claim Deed will release the of City's interest in the property at High Point Center clearing the way for a sale of the property at High Point Shopping Center which is anticipated to be the Dierberg's Osage Beach LLC.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

000074

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR, ACTING ON BEHALF OF THE CITY AS SUCCESSOR IN INTEREST TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF OSAGE BEACH, TO EXECUTE A QUIT CLAIM DEED RELEASING ANY INTEREST HELD BY THE CITY IN CERTAIN PROPERTY IN THE HIGH POINT SHOPPING CENTER

WHEREAS, the City of Osage Beach has previously created an Industrial Development Authority which has now been dissolved; and,

WHEREAS, the Board of Aldermen is aware of a Lease Agreement and Warranty Deed By Corporation in favor of the Industrial Development Authority of the City of Osage Beach covering certain property at the High Point Shopping Center Inc.; and,

WHEREAS, the finance department indicates that there is no outstanding indebtedness to the City secured by said Lease Agreement, and the Lease Agreement provides for the repurchase of the property by the grantor High Point Shopping Center Inc., at the termination of the lease for the sum of One Hundred Dollars (\$100.00); and,

WHEREAS, High Point Shopping Center Inc., has notified the City of the termination of the lease and requested the repurchase of the property for the sum of One Hundred Dollars (\$100.00) which has been tendered to the City:

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 authorizes the Mayor to execute on behalf of the City as successor in interest to the Industrial Development Authority of the City of Osage Beach the Quit Claim Deed as attached to this Ordinance.

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

I hereby certify that Ordinance No. 10.69 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____
Abstaining _____ Absent _____

Date Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance 10.69.

Penny Lyons, Mayor

Date

ATTEST: _____
Diann Warner, City Clerk

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2010, by and between The City of Osage Beach, Missouri, as Successor in Interest to the Industrial Development Authority of Osage Beach, Missouri, Grantor, and

High Point Shopping Center, L.L.C.

(Grantee's mailing address is: 1021 Ashland Road, #1405, Columbia, Missouri 65201-7595)

of Boone County, State of Missouri, Grantee;

WITNESSETH, That the said Grantor, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents Remise, Release and forever Quit Claim, unto the said Grantee, **any and all interest Grantor acquired in said property described below under a document titled "Warranty Deed by Corporation" dated February 18, 1986 and filed at Book 291, Page 860 in the office of the Camden County Recorder of Deeds** in following described real estate situated in the County of Camden, in the State of Missouri, to-wit:

A tract of land in the Southeast Quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri, being more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 1, point also being the Southeast corner of Lot 27 of "Stuart's Subdivision"; thence North 01 degree 05 minutes 24 seconds East, along the East line of said Lot 27, 276.35 feet to a point on the South right-of-way line of Old Missouri Route 15 a/k/a Old U.S. Highway No. 54 a/k/a Lake Road 54-27; thence North 83 degrees 20 minutes 48 seconds East, along said right-of-way line, 46.47 feet; thence along a curve to the left, having a radius of 411.98 feet and an arc length of 114.45 feet, the long chord of said curve bears North 75 degrees 23 minutes 18 seconds East, 114.08 feet; thence North

67 degrees 25 minutes 48 seconds East, 104.8 feet; thence along a curve to the left having a radius of 412.06 feet and an arc length of 179.80 feet, the long chord of said curve bears North 54 degrees 55 minutes 48 seconds East 178.37 feet; thence North 42 degrees 25 minutes 48 seconds East 71.8 feet; thence along a curve to the right having a radius of 169.73 feet, and an arc length of 198.48 feet, the long chord of said curve bears North 75 degrees 55 minutes 48 seconds East, 187.36 feet; thence South 70 degrees 34 minutes 12 seconds East, 66.25 feet to the true point of beginning; thence continuing South 70 degrees 34 minutes 12 seconds East, 275.75 feet; thence along a curve to the left of having a radius of 421.83 feet and an arc length of 76.41 feet, the long chord of said curve bears 75 degrees 45 minutes 33 seconds East, 76.30 feet; thence leaving said right-of-way line, South 39 degrees 26 minutes 01 seconds West, 147.00 feet; thence South 50 degrees 37 minutes 27 seconds East, 24.0 feet; thence South 39 degrees 26 minutes 01 seconds West, 126.0 feet; thence South 50 degrees 33 minutes 59 seconds East, 13.0 feet; thence South 39 degrees 26 minutes 01 seconds West, 110.0 feet, thence North 50 degrees 33 minutes 59 seconds West, 77.0 feet; thence South 39 degrees 26 minutes 01 seconds West, 174.0 feet; thence North 50 degrees 33 minutes 9 seconds West, 265.5 feet; thence North 40 degrees 37 minutes East, 212.96 feet; thence North 32 degrees 20 minutes East, 218.93 feet to the point of beginning.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and to its heirs and assigns forever; so that neither the said Grantor, nor its heirs, nor any other person or persons for them or in their name – or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand on the day and year first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Penny Lyons, Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CAMDEN)

On this _____ day of _____, 2010, before me personally appeared PENNY LYONS, to me known to be the Mayor of the City of Osage Beach, Missouri and who executed the foregoing instrument, and acknowledged that she executed the same as the free act and deed of the City of Osage Beach, Missouri and with full authority of its Board of Aldermen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the county and state aforesaid, on the day and year first above written.

Notary Public

Printed Name: _____
(seal)

My Commission Expires:

265-264

*

Terminated
December 1, 2004
(E. J. - beam)
May be extended
Article 3.2.

CEY/58/4044/DE02;CM1.L3/12/01/84/2nd

~~0265760264~~

LEASE AGREEMENT

BETWEEN

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF OSAGE BEACH, MISSOURI

AND

HIGH POINT SHOPPING CENTER, INC.

DATED AS OF DECEMBER 1, 1984

\$1,800,000
INDUSTRIAL DEVELOPMENT REVENUE BONDS
SERIES 1984
(HIGH POINT SHOPPING CENTER - CONSUMERS MARKETS, INC. PROJECT)

the Tenant in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund will be sufficient to redeem all the then Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal, premium, if any, and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) the sum of \$100.

Section 11.3. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the Issuer will upon receipt of the purchase price deliver to the Tenant the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project;

(b) Documents conveying to the Tenant legal title to the Project, as it then exists, subject to the following: (i) those liens and encumbrances, if any, which at the time the project was subject when conveyed to the Issuer; (ii) those liens and encumbrances created by the Tenant or to its creation or suffering of which the Tenant consents; (iii) those liens and encumbrances resulting from its failure of the Tenant to perform or observe any of the covenants on its part contained in this lease; and (iv) if the Project is being condemned, the rights and title of any condemning authority.

Section 11.4. Relative Position of Option and Indenture. The option granted to the Tenant in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Tenant is in default under this lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.5. Obligation to Purchase the Project. The Tenant hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the sum of \$100 at the expiration or termination of the Lease Term following full payment of the Bonds or provision for payment thereof, having been made in accordance with the provisions of the Indenture.

WARRANTY DEED BY CORPORATION 291 PAGE 860

KNOW ALL MEN BY THESE PRESENTS:

That High Point Shopping Center, Inc., of the County of Boone in the State of Missouri, a Corporation organized and existing under the laws of the State of Missouri party of the first part, in consideration of Ten Dollars and other valuable consideration to it paid by The Industrial Development Authority of the City of Osage Beach, Missouri, City Hall, Osage Beach, Missouri, of the County of Camden and State of Missouri parties of the second part, the receipt whereof is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of Directors of said party of the first part, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said parties of the second part its successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Camden and State of Missouri:

A tract of land in the southeast quarter of Section 1, Township 39 north, Range 16 west, Camden County, Missouri, being more particularly described as follows:

Commencing at the southwest corner of the northwest quarter of the southeast quarter of said Section 1, point also being the southeast corner of Lot 27 of "Stuart's Subdivision"; thence $N01^{\circ}25'24"E$, along the east line of said Lot 27, 236.25 ft. to a point on the south right-of-way line of Old Mo. Rte. 15, A.K.A. Old U.S. Highway 54, A.K.A. Lake Road 54-10; thence, $N83^{\circ}20'48"E$, along said right-of-way line, 46.47 ft.; thence along a curve to the left having a radius of 411.95 ft. and an arc length of 114.45 ft., the long chord of said curve bears $N15^{\circ}24'18"E$, 114.08 ft.; thence $N77^{\circ}15'48"E$, 104.8 ft.; thence along a curve to the left having a radius of 413.86 ft. and an arc length of 179.62 ft., the long chord of said curve bears $N54^{\circ}04'48"E$, 178.37 ft.; thence $N27^{\circ}25'32"E$, 1.8 ft.; thence along a curve to the right having a radius of 189.73 ft. and an arc length of 188.48 ft.,

the long chord of said curve bears $N75^{\circ}55'48"E$, 187.36 ft.; thence $S70^{\circ}34'12"E$, 67.25 ft. to the true point of beginning; thence continuing $S70^{\circ}34'12"E$, 275.75 ft.; thence along a curve to the left having a radius of 421.83 ft. and an arc length of 76.41 ft., the long chord of said curve bears $S75^{\circ}45'33"E$, 76.20 ft.; thence leaving said right-of-way line, $S39^{\circ}26'01"W$, 147.00 ft.; thence $S50^{\circ}37'27"E$, 24.0 ft.; thence $S39^{\circ}26'01"W$, 126.0 ft.; thence $S50^{\circ}33'59"E$, 13.0 ft.; thence $S39^{\circ}26'01"W$, 110.0 ft.; thence $N50^{\circ}33'59"W$, 77.0 ft.; thence $S39^{\circ}26'01"W$, 174.0 ft.; thence $N50^{\circ}33'59"W$, 265.5 ft.; thence $N40^{\circ}37'E$, 212.96 ft.; thence $N32^{\circ}20'E$, 218.93 ft. to the point of beginning. Subject to easements of record.

THIS DEED IS MADE TO CORRECT AN ERRONEOUS LEGAL DESCRIPTION IN A CORPORATION WARRANTY DEED RECORDED IN BOOK 265, PAGE 263 OF THE RECORDS OF CAMDEN COUNTY, MISSOURI.

Further, whereas First Party and Second Party understand and agree that the above described property is part of a retail shopping center to be developed by the Grantor and that is in the interest of the Grantor and the Grantee that each have certain easements for utilities, common roadways, common walkways, and parking areas over and across their respective tracts:

1. Therefore, part of the first part grants, conveys and confirms to party of the second part, its successors, assigns, officers, agents, employees, lessees, invitees and business customers of said shopping center, non-exclusive easement for ingress and egress, common roadways, common walkways, and parking areas over and across the following described real property which is hereafter defined as "common area" except for that part of the said real property that shall hereafter be designated and used as "building area" as is defined by all

Tract of land situated in the County of Camden in the State of Missouri, described in a Corporation Warranty Deed from Link's Landing to High Point Shopping Center, Inc. recorded in Book 260 at page 104 of the Camden County records.

Also a tract of land described in a Warranty Deed from Wesley Davis and Nancy Davis to High Point Shopping Center, Inc., as grantee recorded in Book 260 at Page 0067 of the Camden County records.

Excepting therefrom the tract herein conveyed to The Industrial Development Authority of the City of Osage Beach, Missouri.

2. Therefore, party of the first part reserves in the party of the first part, its successors, assigns, officers, agents, employees, lessees, invitees, and business customers of said shopping center, a non-exclusive easement for ingress and egress, common roadways, common walkways, and parking areas, over and across the property described in the granting clause above.

3. "Building Area" shall be construed for purposes of this deed to be that portion of said above described lots devoted from time to time to buildings and permanent improvements. The part of said lots not used for "Building Area" shall be construed for purposes of this deed to be designated a "Common Area". The common area shall be used for roadways, walkways, ingress and egress, parking for motor vehicles, loading or unloading of commercial or other vehicles, for delivery purposes and convenience and comfort of customers, invitees, and employees of all businesses and occupants of the buildings constructed within the building area. The foregoing shall not be construed as forbidding the granting of appropriate easements for installation of storm drains, utilities, sewers and

proper services and shall not prohibit or in any way adverse affect future development of lots hereinabove described and the construction of permanent improvements thereon.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said parties of the second part, and unto its successors and assigns forever. The said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by it or those under who it claims; and that it will warrant and defend the title to the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the High Point Shopping Center, Inc., the said party of the first part has caused these presents to be signed by its President attested by its secretary, and corporate seal to be hereunto affixed, this 11 day of October A.D. 1986.



Attested

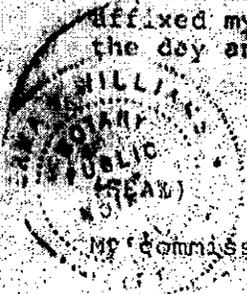
[Handwritten signature]

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF Dade)

On this 12 day of February, 1986, before me appeared Paul J. Wall to me personally known, who, being by me duly sworn, did say that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Mo the day and year first above written.



William Williams
Notary Public

EXPIRES: APR 15 1988

Notary Public, State of Missouri

Commission Expires: APR 15 1988

My Commission Expires: APR 15 1988

My commission expires:

BOOK 291 PAGE 860

[Faint, illegible handwritten notes and signatures]

STATE OF MISSOURI, }
County of _____ } ss. On this _____ day of _____ A. D. 19____

before me personally appeared _____

to me personally known, who being duly sworn, did say that _____ he is
of _____

that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed
in behalf of said corporation by authority of its Board of Directors and the said

Form 104

ELKINS-SWYERS CO., SPRINGFIELD, MO.

Class B

603-3103 PAGE 0263

Warranty Deed by Corporation

KNOW ALL MEN BY THESE PRESENTS:

That **High Point Shopping Center, Inc.**

of the County of **Boone** in the State of **Missouri** a Corporation
organized and existing under the laws of the State of **Missouri** party of the first part, in consideration of

Ten Dollars and other valuable consideration ----- DOLLARS

to it paid by **The Industrial Development Authority of the City of Osage Beach, Missouri**
City Hall, Osage Beach, Missouri and State of **Missouri** parties
of the County of **Camden** of the second part, the receipt whereof is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of
Directors of said party of the first part, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said parties
of the second part **its** successors and assigns, the following described lots, tracts, or parcels of land, lying, being
and situate in the County of **Camden** and State of **Missouri**

A tract of land in the southeast quarter of Section 1, Township 39 north, range 16 west, Camden County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of the northwest quarter of the southeast quarter of said Section 1, point also being the southeast corner of Lot 27 of "Stuart's sub-division"; thence $N01^{\circ}05'24''E$, along the east line of said lot 27, 276.35' ft. to a point of the south right-of-way line of Old Mo. Rte. 15, A.K.A. Old U.S. Highway 54, A.K.A. Lake Road 54-27; thence $N83^{\circ}20'48''E$, along said right-of-way line, 40.47 ft.; thence along a curve to the left having a radius of 411.98 ft. and an arc length of 114.45 ft., the long chord of said curve bears $N75^{\circ}23'18''E$, 114.08 ft.; thence $N67^{\circ}25'48''E$, 104.8 ft.; thence along a curve to the left having a radius of 412.06 ft. and an arc length of 179.80 ft., the long chord of said curve bears $N54^{\circ}55'48''E$, 178.37 ft.; thence $N42^{\circ}25'48''E$, 71.8 ft.; thence along a curve to the right having a radius of 169.73 ft. and an arc length of 198.48 ft., the long chord of said curve bears $N75^{\circ}55'48''E$, 187.36 ft.; thence $S70^{\circ}34'12''E$, 64.63 ft. to the true point of beginning; thence continuing $S70^{\circ}34'12''E$, 277.37 ft.; thence along a curve to the left of having a radius of 421.83 ft. and an arc length of 76.41 ft., the long chord of said curve bears $S75^{\circ}45'33''E$, 76.30 ft.; thence leaving said right-of-way line, $S39^{\circ}26'01''W$, 147.00 ft.; thence $S50^{\circ}37'27''E$, 24.0 ft.; thence $S39^{\circ}26'01''W$, 126.0 ft.; thence $S50^{\circ}33'59''E$, 13.0 ft.; thence $S39^{\circ}26'01''W$, 110.0 ft.; thence $N50^{\circ}33'59''W$, 77.0 ft.; thence $S39^{\circ}26'01''W$, 174.0 ft.; thence $N50^{\circ}33'59''W$, 265.5 ft.; thence $N39^{\circ}54'15''E$, 203.98 ft.; thence $N32^{\circ}20'E$, 236.84 ft. to the point of beginning. Subject to assessments of record.

Further, whereas First Party and Second Party understand and agree that the above described property is part of a retail shopping center to be developed by the Grantor and that is in the interest of the Grantor and the Grantee that each have certain easements for utilities, common roadways, common walkways, and parking areas over and across their respective tracts:

1. Therefore, part of the first part grants, conveys and confirms to party of the second part, its successors, assigns, officers, agents, employees, lessees, invitees and business customers of said shopping center, a non-exclusive easement for ingress and egress common roadways, common walkways, and parking areas over and across the following described real property which is hereafter defined as "common area" except for that part of the said real property that shall now or hereafter be designated and used as "building area" as is defined below.

Tract of land situated in the County of Camden in the State of Missouri, described in a Corporation Warranty Deed from Link's Landing to High Point Shopping Center, Inc., recorded in Book 260 at page 104 of the Camden County records.

Also a tract of land described in a Warranty Deed from Wesley Davis and Nancy Davis to High Point Shopping Center, Inc., as grantee recorded in Book 260 at Page 0067 of the Camden County records.

Excepting therefrom the tract herein conveyed to The Industrial Development Authority of the City of Osage Beach, Missouri

2. Therefore, party of the first part reserves in the party of the first part, its successors, assigns, officers, agents, employees, lessees, invitees, and business customers of said shopping center, a non-exclusive easement for ingress and egress, common roadways, common walkways, and parking areas, over and across the property described in the granting clause above.

"Building Area" shall be construed for purposes of this deed to be that portion of said above described lots devoted from time to time to buildings and permanent improvements. The part of said lots not used for "Building Area" shall be construed for purposes of this deed to be designated a "Common Area". The common area shall be used for roadways, walkways, ingress and egress, parking for motor vehicles, loading or unloading of commercial or other vehicles, for driveway purposes and convenience and comfort of customers, invitees, and employees of all businesses and occupants of the buildings constructed within the building area. The foregoing shall not be construed as forbidding the granting of appropriate easements for installation of storm drains, utilities, sewers and other proper services and shall not prohibit or in any way adversely affect future development of the

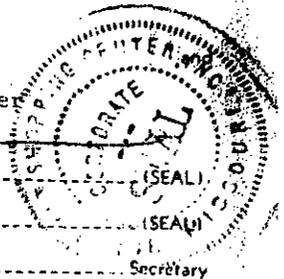
TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said parties of the second part, and unto its successors and assigns, forever. The said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the

High Point Shopping Center, Inc.

the said party of the first part has caused these presents to be signed by its President attested by its secretary, and corporate seal to be hereunto affixed, this the A. D. 1984

day of December



Attested

[Handwritten signature of the Secretary]

Secretary

County of _____ ss. On this _____ day of _____ A. D. 19__

before me personally appeared _____

to me personally known, who being duly sworn, did say that he is _____
of _____

000088

that the seal affixed to this instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said

acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

My commission as Notary Public will expire on the _____ day of _____, 19__

Notary Public.

Warranty Deed by Corporation
With Statutory Acknowledgment

FROM _____

TO _____

Filed for record this _____ 19__ day of _____
_____ A. D. 19__

at _____ o'clock _____ minutes P. M.

Recorder.

Deputy.

Recorder's Fee - 189675 - 8.00

Grantor Address.

Mailing Address.

FORM NO. 210-107 REVISED 12-24-64-4057

IN THE RECORDER'S OFFICE

STATE OF MISSOURI.

County of Camden

I, Don Williams

Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the _____ day of _____ A. D. 19__
at _____ o'clock _____ minutes P. M.
duly filed for record, and is now recorded in the Records of this office in Book 265 at page 2123

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

Recorder.

Deputy.

Recorder's Fee . . . \$. . .

BOOK 265 PAGE 0263



Submission Date:

October 25, 2010

000089

Submitted By:

City Attorney

Board Meeting Date:

November 4, 2010

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

Description of Item:

Bill 10-70 - Authorizing the Mayor to sign a Quit Claim Deed on behalf of the City as successor in interest to the Industrial Development Authority of the City of Osage Beach to clear the title to a parcel of property at the High Point Shopping Center. This item relates to the Deed of Easement filed at Book 291 Page 861.

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

City, property owner and proposed property developer.

Why is Board Action Required?

Board approval required for this action.

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

Request first and second readings of Bill 10-70 authorizing the Mayor to execute on behalf of the City as successor in interest a release of any interest the City has as successor in interest to Industrial Development Authority of the City of Osage Beach pursuant to a deed entitled "Deed of Easement" dated February 18, 1986 and filed at Book 291, Page 861 in the office of the Camden County Recorder of Deeds.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

The City Attorney requests first and second readings of Bill 10-70. This Quit Claim Deed will release the of City's interest in Easements granted therein at High Point Center clearing the way for a sale of the property which is anticipated to be the Dierberg's Osage Beach LLC.

000030

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

000091

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR, ACTING ON BEHALF OF THE CITY AS SUCCESSOR IN INTEREST TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF OSAGE BEACH, TO EXECUTE A QUIT CLAIM DEED RELEASING ANY INTEREST HELD BY THE CITY IN EASEMENTS ON CERTAIN PROPERTY IN THE HIGH POINT SHOPPING CENTER.

WHEREAS, the City of Osage Beach has previously created an Industrial Development Authority which has now been dissolved; and,

WHEREAS, the Board of AldermEn is aware of a Deed of Easement in favor of the Industrial Development Authority of the City of Osage Beach covering certain property at the High Point Shopping Center Inc.; and,

WHEREAS, the Deed of Easement provides for ingress and egress in common roadways, common walkways and parking areas which no longer exist; and,

WHEREAS, the release of these easements will clear the title to the property for eventual sale of the property:

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 authorizes the Mayor to execute on behalf of the City as successor in interest to the Industrial Development Authority of the City of Osage Beach the Quit Claim Deed as attached to this Ordinance.

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

I hereby certify that Ordinance No. 10.70 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____
Abstaining _____ Absent _____

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance 10.70.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2010, by and between The City of Osage Beach, Missouri, as Successor in Interest to the Industrial Development Authority of Osage Beach, Missouri, Grantor, and

High Point Shopping Center, L.L.C.

(Grantee's mailing address is: 1021 Ashland Road, #1405, Columbia, Missouri 65201-7595.)

of Boone County, State of Missouri, Grantee;

WITNESSETH, That the said Grantor, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents Remise, Release and forever Quit Claim, unto the said Grantee, **any and all interest Grantor acquired in said property described below under a document titled "Deed of Easement" dated February 18, 1986 and filed at Book 291, Page 861 in the office of the Camden County Recorder of Deeds**, the following described real estate being situated in the County of Camden, in the State of Missouri, to-wit:

A non-exclusive easement for ingress and egress, common roadways, common walkways and parking areas over and across a tract of land lying n parts of Lot 38 and Lot 40 of BUENA VISTA HEIGHTS, a subdivision of record at Camden County, Missouri and more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of HARBOR HEIGHTS ESTATES 1ST ADDITION, a subdivision of record at Camden County, Missouri, located in the center of a 30.0 ft. radius cul-de-sac; thence North 15 degrees 20 minutes West along the easterly line of said Lot 1 and an extension thereof a distance of 185.1 ft. to an iron pin on the northerly line of said Lot 40 of Buena Vista Heights; thence departing said Easterly line in an extension thereof North 66 degrees 57 minutes East 113.8 ft. to the centerline of a 30.0 ft. wide road as shown on the plat of Buena Vista

Heights; thence South 29 degrees 16 minutes East (old plat-South 28 degrees 46 minutes East) along said centerline a distance of 179.4 ft.; thence departing said centerline South 65 degrees 10 minutes West 157.9 ft. returning to the point of beginning.

Subject to the right-of-way of the 30.0 ft. wide road and the 30.0 ft. radius cul-de-sac and any other rights-of-way or easements of record.

AND

A tract of land lying in part of Lot 38 and all of Lot 39 of BUENA VISTA HEIGHTS, a subdivision of record at Camden County, Missouri and more particularly described as follows:

Beginning at the most easterly corner of Lot 5 of HARBOR HEIGHTS ESTATES 1ST ADDITION, a subdivision of record at Camden County, Missouri, located in the semi-tangent line of a 29 degree 00 minute curve to the left of a 40.0 ft. wide Lake Road 54-27; thence departing said semi-tangent line and running along the northwesterly line of said Lot 5 north 44 degrees 09 minutes West 99.9 ft. to the corner common to Lots 4 and 5; thence North 50 degrees 21 minutes West along the northwesterly line of said Lot 4 a distance of 63.4 ft. to the center of a 30.0 ft. radius cul-de-sac; thence departing said northwesterly line in the center of the cul-de-sac North 65 degrees 10 minutes East 157.9 ft. to the center of a 30.0 ft. wide road as shown on the plat of Buena Vista Heights; thence along said centerline South 29 degrees 16 minutes East (old plat-South 28 degrees 46 minutes East) 250.2 ft. to the centerline of the aforementioned Lake Road 54.27; thence along the centerline of Lake Road 54.27 North 74 degrees 59 minutes West 58.2 ft. to the P.C. of the said 29 degree 00 minute curve to the left; thence along the semi-tangent line of said curve North 74 degrees 59 minutes West 94.1 ft. returning to the point of beginning.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and to its heirs and assigns forever; so that neither the said Grantor, nor its heirs, nor any other person or persons for them or in their name – or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

The purpose of this Deed is to release any easements rights Grantor may have in the above-described real property.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand on the day and year first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Penny Lyons, Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CAMDEN)

On this _____ day of _____, 2010, before me personally appeared PENNY LYONS, to me known to be the Mayor of the City of Osage Beach, Missouri and who executed the foregoing instrument, and acknowledged that she executed the same as the free act and deed of the City of Osage Beach, Missouri and with full authority of its Board of Aldermen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the county and state aforesaid, on the day and year first above written.

Notary Public

Printed Name: _____
(seal)

My Commission Expires:

DEED OF EASEMENT BOOK 291

*
DEED, made and entered into this 15th day of
1986, by and between Raul J. Walters
Walters, his wife, and E. Stan Kroenke and Ann
his wife, of Boone County, Missouri, parties of
and the Industrial Development Authority of
Beach, Missouri a public corporation of the State
party of the second part.

WITNESSETH:

the said party of the first part for and in
of the sum of ten dollars (\$10.00) and other
consideration paid by the party of the second
of which is hereby acknowledged, does or do by
Grant, Bargain and Sell, Convey and Confirm, and
to the said party of the second part, its great
personal representatives, successors and assigns,
invitees, business invitees, agents, tenants,
visitors and licensees, the following easement
over and across the following described real estate
in the County of Camden, State of Missouri, to-wit:

Exclusive easement for ingress and egress, common
common walkways and parking areas over and across
land lying in parts of Lot 38 and Lot 40 of BUENA VISTA
a subdivision of record at Camden County, Missouri
particularly described as follows:

beginning at the Southeast corner of Lot 1 of HARBOR
RIGHTS ESTATES 1ST ADDITION, a subdivision of record
Camden County, Missouri, located in the center of a
100 ft radius cul-de-sac; thence North 15 degrees 20
minutes west along the easterly line of said Lot 1 and
an extension thereof a distance of 185.1 ft. to an
iron pin on the northerly line of said Lot 40 of Buena

Vista thence thence departing said easterly line and
an extension thereof North 66 degrees 17 minutes East

Heights; thence departing said easterly line by extension thereof North 66 degrees 57 minutes East to the centerline of a 30.0 ft. wide road on the plat of Buena Vista Heights; thence South 29 degrees 16 minutes East (old plat-South 28 degrees 46 minutes East) along said centerline a distance of 157.9 ft.; thence departing said centerline South 65 degrees 10 minutes West 157.9 ft. returning to the point of beginning.

to the rights-of-way of the 30.0 ft. wide road, 30.0 ft. radius cul-de-sac and any other rights-of-way or easements of record.

AND

and lying in part of Lot 38 and all of Lot 39 of Buena Vista Heights, a subdivision of record at Camden County, Missouri, more particularly described as follows:

beginning at the most easterly corner of Lot 5 of Buena Vista Heights Estates 1st Addition, a subdivision of record at Camden County, Missouri, located in the tangent line of a 29 degree 00 minute curve to the left of a 40.0 ft. wide Lake Road 54-27; thence along said semi-tangent line and running along the easterly line of said Lot 5 north 44 degrees 00 minutes West 99.9 ft. to the corner common to Lots 4 and 5; thence North 50 degrees 21 minutes West along the northwesterly line of said Lot 4 a distance of 157.9 ft. to the center of a 30.0 ft. radius cul-de-sac; thence departing said northwesterly line to the center of the cul-de-sac North 65 degrees 10 minutes East 157.9 ft. to the center of a 30.0 ft. radius cul-de-sac as shown on the plat of Buena Vista Heights; thence along said centerline South 29 degrees 16 minutes East (old plat-South 28 degrees 46 minutes East) 150.2 ft. to the centerline of the mentioned Lake Road 54-27; thence along the tangent line of Lake Road 54-27 North 74 degrees 59 minutes West 58.2 ft. to the P.C. of the said 29 degree 00 minute curve to the left; thence along the tangent line of said curve North 74 degrees 59 minutes West 94.1 ft. returning to the point of beginning.

to the right-of-way of Lake Road 54-27 and the 30.0 ft. wide road and 30 ft. radius cul-de-sac and any other rights-of-way or easements of record.

subject to all easements of record, all restrictions, covenants, conditions and easements according to the plat of Buena Vista Heights filed of record at Book 2, Page 47, Camden County Recorder's Office

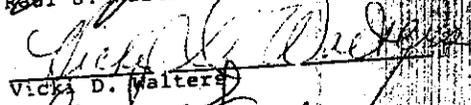
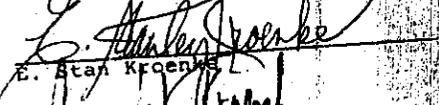
and further subject to any and all restrictions of Harbor Heights Estates, a subdivision of record at Camden County, Missouri, with said restrictions being filed of record at the Camden County Recorder's Office.

TO HAVE AND TO HOLD the same together with all the rights, covenants, conditions and easements to the same belonging

...the documents according to
...of Buena Vista Heights filed of record at
...Book 2, Page 47, Camden County Recorder's Office

...her subject to any and all restrictions of
...Heights Estates, a subdivision in Camden
...Missouri, with said restrictions being filed
...rd in the Camden County Recorder's Office.

AND TO HOLD the same together with all the rights
privileges and appurtenances to the same belong-
ing to said party of the second part, and to its heirs,
executors, administrators, assigns and assigns in
law; the said parties of the first part hereby
warrant and warrantors or such parties shall and will warrant and
warrantors to the premises unto the said party of the second part
and to its heirs and assigns of such party forever
against the lawful claims of all persons whomsoever.
IN WITNESS WHEREOF, the said party or parties of the first part
have hereunto set their hand or hands the day and date
above written.


Raul J. Walters

Vicki D. Walters

E. Stan Kroenke

Ann W. Kroenke

STATE OF MISSOURI)
) ss.
COUNTY OF)

On this 17 day of February, 1987 before me
personally appeared Raul J. Walters and Vicki D. Walters, his
wife, and E. Stan Kroenke and Ann W. Kroenke, his wife, to me

the person or persons described in and to the instrument, and acknowledged that they executed the same of their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at my office in California, this 1st day of August, 1961.

Germa A. Williams
Notary Public

My Commission Expires: 1966

My Commission Expires:

Can't read

BOOK 291 PAGE 861

1. Germa Williams, Notary Public for the State of California, do hereby certify that the within instrument was duly recorded in my office on this 12 day of August, 1961.
291-172-861

Germa Williams
Notary Public
San Francisco

Submission Date: October 26, 2010
Submitted By: City Engineer
Board Meeting Date: November 4, 2010

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

Description of Item:

Bill 10-71 - Removal and placement of Stop Signs in various locations 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 10-71.

Are there any deadlines associated with this action?

Yes. MoDOT has opened sections of the Highway 54 Expressway and stop signs must be removed, renamed, and new stop signs added. With this being the case, the roadway names will change so the stop signs will now be identified correctly by ordinance.

Comments and Recommendation of Department:

The Missouri Department of Transportation has opened the Highway 54 Expressway from the eastern City Limits to the Grand Glaize Bridge. With the opening of the Expressway, multiple roads will no longer intersect Highway 54. For example, Mace Road will now intersect Osage Beach Parkway at a Stop Sign. Normandy Road will now intersect Sycamore Valley at a Stop Sign. A new Stop Sign must also be created at Burton Duenke Drive at the intersection with Swiss Village Road, because Burton Duenke Drive will be opening soon.

000100

Ordinance No. 10.66 was adopted on October 7, 2010 which placed signs at the streets deleted herein that now refer to Osage Beach Parkway instead of Highway 54.

The Engineering Department recommends approval of Bill 10-71. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 10-71

ORDINANCE NO. 10.71

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE II, STOP SIGNS, BY ESTABLISHING THE LOCATION OF STOP SIGNS AS INDICATED HEREIN AND DELETING STOP SIGNS FROM SCHEDULE II, STOP SIGNS.

Whereas, the Board of Aldermen find that the City Traffic Engineer acting under the authority of City Code Section 315.010, after careful consideration and evaluation, has found that hazards exist and under the authority of City Code Section 335.030 recommends placement of STOP signs at the following locations:

On Swiss Village Road heading east at the intersection of Burton Duenke Drive

On Swiss Village Road heading west at the intersection of Burton Duenke Drive

On Normandy Road at the intersection of Sycamore Valley Drive

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

Section 1. That the Osage Beach Code of Ordinances be amended by adding to Schedule II. STOP SIGNS the following stop signs:

On Swiss Village Road heading east at the intersection of Burton Duenke Drive

On Swiss Village Road heading west at the intersection of Burton Duenke Drive

On Normandy Road at the intersection of Sycamore Valley Drive

Section 2. All drivers of motor vehicles shall stop at the STOP signs as located herein as prescribed in the City Traffic Code. Failure to stop shall be considered a misdemeanor offense and the violator subject to citation and fine.

Section 3. That the Osage Beach Code of Ordinances be amended by deleting from Schedule II. STOP SIGNS the following stop signs:

On Mace Road at the intersection with Highway 54

On Goldie Pearl at the intersection with Highway 54

On Osage Beach Road at the intersection with Highway 54

On Joshua Drive at the intersection with Highway 54

On Hatchery Road at the intersection with Highway 54

On Zebra Road at the intersection with Highway 54

On Links Road at the intersection with Highway 54

On Jayhawk Street, eastern exit, at the intersection with Highway 54

On Jayhawk Street, western exit, at the intersection with Highway 54

On Redbud Road at the intersection with Highway 54

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

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. 10.71 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE the above ordinance 10.71.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 26, 2010

Submitted By: City Engineer

Board Meeting Date: November 4, 2010

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

Description of Item:

Bill 10-72 - Award A/E Services Contract No. AEOB10-031 Master Agreement for General Services and Task #1 Highway 42 Water and Sewer Alignment Assistance

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

Citizens and visitors, future contractors and suppliers, HDR-Archer Engineers, City Staff

Why is Board Action Required?

The procurement will exceed \$5000.

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

Request first and second readings of Bill 10-72.

Are there any deadlines associated with this action?

We are working on the Highway 42 Phase 2 Water and Sewer Project and need assistance in getting this project completed.

Comments and Recommendation of Department Head:

This ordinance covers two actions. The first is a Master Engineering Agreement. This will allow the City to enter into a contract for various services as the City sees fit. The second is a Task Order under the agreement. The task order is for services for the Highway 42 water and sewer project.

The Engineering Department has been working on the Highway 42 Water and Sewer project. The first phase is completed. We are currently working on the second phase.

000104

We would like to utilize outside services to help obtain legal documents to complete the project.

Funding is available in account 35-00-773100 Engineering.

We have worked with HDR Archer in the past and recommend awarding this Master Agreement. We also recommend approval of Task Order #1 in the not to exceed amount of \$15,000. The Engineering Department requests a first and second reading of this ordinance.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 10-72

ORDINANCE NO. 10.72

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE A/E SERVICES CONTRACT NO. AE0B10-031 MASTER AGREEMENT FOR GENERAL SERVICES AND TASK NO. 1 FOR HIGHWAY 42 WATER AND SEWER ALIGNMENT ASSISTANCE WITH HDR ARCHER.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the A/E services Contract No. AEOB10-031 Master Agreement for General Services and Task No. 1 for Highway 42 Water and Sewer Alignment Assistance with HDR Archer.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached A/E Services Contract and Task No. 1 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.72 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 10.72.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 20____, between City of Osage Beach, MO., hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been approved by the City of Osage Beach Board of Aldermen and properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

 "OWNER"

 BY: _____

 NAME: _____

 TITLE: _____

 ADDRESS: _____

HDR ENGINEERING, INC.
 "ENGINEER"

 BY: _____

 NAME: Stan A. Christopher

 TITLE: Sr. Vice President

 ADDRESS: 3741 N.E. Troon Drive
Lee's Summit, MO 64064

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20___, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

- PART 1.0 PROJECT DESCRIPTION:
- PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
- PART 3.0 OWNER’S RESPONSIBILITIES:
- PART 4.0 PERIODS OF SERVICE:
- PART 5.0 PAYMENTS TO ENGINEER:
- PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

HDR Engineering, Inc.
Terms and Conditions for Professional Services

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1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement.

The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous

materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against

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ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

TASK ORDER 1

This Task Order pertains to an Agreement by and between City of Osage Beach, MO., (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20___, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: Highway 42 Water and Sewer Alignment Analysis Assistance:

PART 1.0 PROJECT DESCRIPTION: Assist the Owner with the water and sewer main alignment analysis along Highway 42.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

During the preliminary design phase for a water/sewer line project, the OWNER will evaluate different alignment options and prepare a preliminary alignment drawing. The alignment drawing will typically be presented on a base map consisting of aerial photo and/or digitized topographical aerial mapping with property line information obtained from the owner’s mapping system or the County Tax Assessor’s office. The OWNER will review the alignment with the ENGINEER’s representative and discuss any design constraints or issues. The ENGINEER’s representative will contact each property owner which will be impacted to inform them about the project and to set up a meeting with the property owner. The ENGINEER’s representative will meet with the property owner to obtain agreement on the location of the facilities, the construction limits, routes of ingress and egress, and any restoration requirements. The ENGINEER’s representative will then review the alignment and any property owner concerns with the OWNER. If required, additional meetings will be held between the ENGINEER’s representative and property owners until convergence is reached between the property owner and the OWNER. Once convergence has been reached, the alignment will be adopted as “final” and final design and easement preparation may proceed.

The purpose of this exercise is to facilitate positive rapport between OWNER and property owner and to minimize adversarial encounters and the need for condemnation of easements that may result if an alignment is dictated by the OWNER without attempting to work out a mutually agreeable arrangement with the property owner. When an agreement simply cannot be reached, the OWNER is advised and the design proceeds based on the OWNER’s best judgment.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all Design services and drawings as required.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. Perform reviews at appropriate stages in the project.

PART 4.0 PERIODS OF SERVICE: The ENGINEER will complete all services associated with this task order within 6 months from the owner issued Notice to Proceed.

PART 5.0 PAYMENTS TO ENGINEER:

Services will be provided on an hourly basis with a not-to-exceed fee of Fifteen thousand dollars (\$15,000.00).

Bills will be submitted to OWNER by ENGINEER monthly for services actually provided. Bills will be due and payable by the OWNER in accordance with their monthly appropriations cycle.

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: Stan A. Christopher

TITLE: Sr. Vice President

ADDRESS: 3741 N.E. Troon Drive
Lee's Summit, MO 64064

Submission Date: October 26, 2010

Submitted By: City Engineer

Board Meeting Date: November 4, 2010

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

Description of Item:

Bill 10-73 - Establish speed limits on Burton Duenke Lane and Highway 54

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

Persons driving on Burton Duenke Lane and Highway 54, Department of Public Safety, and other City Staff.

Why is Board Action Required?

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

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

Request first and second readings of Bill 10-73.

Are there any deadlines associated with this action?

As soon as possible since MoDOT will be opening Burton Duenke Drive soon.

Comments and Recommendation of Department:

MoDOT is completing the construction of Burton Duenke Drive from Swiss Village Road to Highway KK. It will be necessary to establish a speed limit for the new roadway and post with speed limit signs. MoDOT will be posting this portion of Burton Duenke Drive from Highway KK to Swiss Village Road at 40 MPH.

The Expressway from the Grand Glaize Bridge to the Eastern City Limits is open. MoDOT has posted it at 65 MPH. The proposed ordinance changes the speed on Highway 54 to what has been posted.

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The Engineering Department recommends approval of the ordinance. First and second reading are requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 10-73

ORDINANCE NO. 10.73

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE I. SPEED LIMITS BY ESTABLISHING POSTED SPEED LIMITS AND THE DELETION OF A SPEED LIMIT SIGN AS INDICATED HEREIN

Whereas, the Board of Aldermen finds that the City Engineer acting under the authority of City Code Section 315.010, after careful consideration and evaluation, has found that a hazard exists and under the authority of City Code Section 320.010 and 320.050 recommends the posting of speed limit signs along the following city streets:

- U.S. Highway 54 from the east corporate limits to 400 feet east of the Grand Glaize Bridge 65 miles per hour
- From 400 feet east of the Grand Glaize Bridge to a location 1400 feet west of the State Road KK and Highway 54 intersection also known as the intersection of Highway 54 and Swiss Village Road 45 miles per hour
- Burton Duenke Drive 40 miles per hour

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

Section 1. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding to Schedule I – Speed Limits the following:

- U.S. Highway 54 from the east corporate limits to 400 feet east of the Grand Glaize Bridge 65 miles per hour
- From 400 feet east of the Grand Glaize Bridge to a location 1400 feet west of the State Road KK and Highway 54 intersection also known as the intersection of Highway 54 and Swiss Village Road 45 miles per hour
- Burton Duenke Drive 40 miles per hour

Section 2. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by deleting a speed limit sign from Schedule I – Speed Limits the following:

- U.S. Highway 54 from the east corporate limits to Swiss Village Road 45 miles per hour

Section 3. All drivers of motor vehicles shall not exceed the posted speed limit established herein as prescribed in the City Traffic Code. Exceeding such posted speed limit shall be considered a misdemeanor offense and the violator subject to citation and fine.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No.10.73 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 10.73.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: October 28, 2010

Submitted By: City Engineer

Board Meeting Date: November 4, 2010

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

Description of Item:

Award the proposed Construction Contract No. OB10-023 for the 2010 Storm Drainage Improvements to Strait-Line Construction USA, Inc.

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 project will attempt to correct various storm drainage issues throughout the City.

Comments and Recommendation of Department:

Bids were opened on October 26, 2010. The Bid Tab is attached. Strait-Line Construction USA, Inc. is the apparent low bidder. We have done work with them in the past.

This project will help to improve storm drainage issues in various places throughout the City.

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Funding for this project can be obtained from 20-00-773155 Misc. Streets/Roads in the amount of \$94,000.00. The Engineering Department recommends award to Strait-Line Construction USA, Inc. in the amount of \$24,977.00.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

Submission Date:

October 22, 2010

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Submitted By:

Public Works Superintendent

Board Meeting Date:

November 4, 2010

**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

Why is Board Action Required?

Over \$5,000

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

Motion to purchase Deicing Salt

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 2010-2011 to eight vendors with three responding:

Independent Salt	\$72.44 per ton
Morton Salt	\$75.34 per ton
Cargill Deicing Tech	\$64.86 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 28, 2010
Submitted By: Assistant City Administrator
Board Meeting Date: November 4, 2010

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

Description of Item:

A motion to approve the sale of the 1985 International Cube Van via an auction-style sale.

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

City Staff and Citizens

Why is Board Action Required?

Board approval required for disposal of assets.

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

A motion to approve the sale of the 1985 International Cube Van via an auction-style sale.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

The 1985 International Cube Van was the Waste Watcher's vehicle used for the recycling operations that the City owned. Waste Watcher's is now owned by a new company and the '85 Intl is no longer needed and the City does not have another use for the vehicle.

An auction-style sale will be used to sell the vehicle.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Assistant City Administrator.