



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
DECEMBER 16, 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 11/10/10; 11/15/10; 12/02/10 (Page 01)
- Bills (Page 15)

UNFINISHED BUSINESS

- A. Bill 10-75. 2011 Annual Budget. Second Reading (Page 34)

NEW BUSINESS

- A. Naught Naught Agency Insurance Presentation
- B. Bill No. 10-80. 2010 Budget Amendment. First Reading and Second Readings (Page 36)
- C. Public Hearing. Dierbergs Osage Beach LLC Tax Increment Financing Plan (Page 40)
- D. Bill No. 10-81. Dierbergs Osage Beach LLC Tax Increment Financing Plan. First and Second Readings. (Page 45)
- E. Bill No. 10-82. Authorize Mayor to Execute Real Estate License Agreement. First and Second Readings (Page 50)
- F. Bill No. 10-83. Authorize Mayor to Sign Agreement with the Missouri Highway and Transportation Commission for Enhancement Project. First and Second Readings (Page 53)
- G. Resolution 2010-14. Resolution of Intent to Annex – Allen and Jonna Scott (Page 66)
- H. Proposed Contract Modification #4 for Zebra Road and Stewart Drive Phase 1 (Page 72)

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

December 16, 2010

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, December 16, 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. Mayor Lyons had nothing to report at this time.

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

Consent Agenda.

Alderman Farmer moved to approve the consent agenda which includes minutes of the regular meeting held on December 2, 2010, the minutes of the special meetings held on November 10, 2010, November 15, 2010 and the bill list as submitted. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 10-75. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, AND APPROPRIATING FUNDS PURSUANT THERETO

Mayor Lyons presented the second and final reading of Bill No. 10-75 by title only. It was noted that Bill 10-75 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-75 as presented. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-75 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 10-75 was passed and approved as Ordinance No. 10.75.

New Business.

Insurance Report.

City Treasurer Karri Bell reported that due to the competitive nature of insurance, Naught Naught Agency solicited quotes from various insurance companies and after analyzing the coverage and price, they recommended the City remain with Moperm for liability coverage, Travelers for property and Ace for airport liability. The City has participated in the pool for 19 years and Naught Naught recommended the City remain in the pool with same companies. The cost is \$16,850 less than 2010 and \$26,600 less than the amount budgeted. Ms. Bell was pleased with Naught Naught Agency and with the lower premiums.

Alderman Rucker moved to remain in the pool with the companies as recommended by Naught Naught Agency. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 10-80. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 09.52 ADOPTING THE 2010 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

City Administrator Nancy Viselli explained that Bill 10-80 changes the numbers to correctly reflect the actuals.

Mayor Lyons presented the first reading of Bill 10-80 by title only. It was noted that Bill 10-80 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-80 as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 10-80 by title only. It was noted that Bill 10-80 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-80 as presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-80 and to pass same into Ordinance: "Ayes": Alderman Farmer, Alderman Kahrs, Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 10-80 was passed and approved as Ordinance No. 10.80.

Public Hearing. Dierbergs Osage Beach LLC Tax Increment Financing Plan.

Jerry Ebest, Vice President of Real Estate for Dierbergs, introduced Brent Beumer, Director of Real Estate for Dierbergs and Bev Marcin, attorney for Dierbergs.

Mr. Ebest said Dierbergs is a closely held family company that has been in business since 1914 and the management teams consist of both the third and fourth generations. Dierbergs is under construction of their 24th store in Des Peres and their centers are 95% occupied. Dierbergs has been in ten projects either with a TIF, TDD or a business district and they are up to date and current and there have been no problems honoring their commitments.

Brent Beumer explained that the site between Zebra and Links Roads and Dierbergs will be under construction contingent upon all approvals including the TIF. The site consists of 14 acres with ingress and egress and they have worked to address some of the grade issues. Mr. Beumer explained where the entrances and exits would be. He said they are in negotiations with Best Buy and another junior anchor tenant. Mr. Beumer said the project would be constructed in one phase with anticipated opening in the spring of 2012. The Des Pres store has a new design and some of the design elements will be incorporated into this store in Osage Beach as well as incorporate the design into the other anchor stores.

Mr. Beumer went over the landscape plan and said that the rear of the property would be maintained as it exists and all areas that are new will be irrigated. He said the TIF is necessary for the project and he looked forward to bringing new jobs to the City with over 200 construction jobs and 190 full time jobs. Mr. Beumer also looks forward to bringing two new high end stores to Osage Beach with significant tax revenue to the county and the City and other taxing entities.

Andy Struckoff, a planning consultant from PGAV, developed the TIF Plan. Two components of the TIF Plan are that if the TIF is paid off in ten years, sales tax generated would be an average of \$450,757 annual revenue to the City and \$281,700 to Camden County; property tax would generate \$60,900

annually for the County if the TIF is paid off in ten years. Mr. Struckhoff said that the developer would pay upfront the entire cost of the project and the developer would only receive benefits from the TIF Plan after the development is built and open.

Mr. Struckhoff explained that the property is blighted because the buildings have been demolished; the pavement has deteriorated creating an economic liability. He said that property taxes would decline without buildings; the site is generating no jobs and no sales tax revenue. The site is under utilized and deteriorating both physically and economically.

Mr. Struckhoff said that without the TIF the property will not develop. He concurred with the blight determination.

Mrs. Bernadine Chisholm, of 1412 Apple Blossom Circle, said having Dierbergs in Osage Beach would do well for the economy in Osage Beach and she said that Dierbergs has high quality goods and services and they offer jobs for people in the area. Mrs. Chisholm said she was in sales and advertising and if there is no competition, there would be no business.

Robert Harry of Columbia was present representing Gary Prewitt and pointed out problems for granting a TIF. He said the plan is inadequate noting that Dierbergs has not provided evidence for improving the infrastructure in Osage Beach, there are no detailed costs in the plan, no third party feasibility study, and the blight study was done in 2008 and it is inadequate. Mr. Harry said other TIF projects in the region have had significant infrastructure improvement.

George Baker of 1248 Greenwood Circle, lives directly behind the proposed site and said that the site is not pretty, and it is in the middle of town. He said he spent most of his adult life in St. Louis and he knows no one in Dierbergs Company, but he knows their business reputation. He said Consumers did not go broke but the main company in Springfield went bankrupt. Mr. Baker said the projected income the project will produce is encouraging.

Richard Urton, speaking on behalf of his father in law Mr. McQuillen of 5123 Aqua Road, said the income would only be produced if enough people come to shop. He said it is great if the site would improve but there are enough grocery stores. Mr. Urton said there should be something built for kids to do. He added that he does not know any of Dierbergs representatives and he is not necessarily Gary Prewitt's friend.

Dan Calvino of 5277 Wren Lane welcomed Dierbergs and Best Buy and thanked them for coming to Osage Beach and he thanked the City for putting the plan together. He said Dierbergs would provide year round employment and he liked choices and competition and he looks forward to having them in the community.

Kim Ebling of 4877 Highway 54 said she is a concerned citizen and a business owner in Osage Beach of 36 years. She said that competition makes all businesses better and if they do not improve they do not survive. She said this is an opportunity to make the City and its citizens' better, and she encouraged the Board to vote in favor of the plan.

Don Chisholm of Apple Blossom Lane said Osage Beach is a wonderful place to live. He said there was an opportunity for a hotel to be constructed here and the project was delayed due to greed and it cost many jobs. He said he would hate to see that happen again. Mr. Chisholm said Dierbergs would provide jobs and tax revenue and more businesses would draw more people to the area.

Mayor Lyons closed the public hearing at 7:10 p.m.

City Attorney Ed Rucker asked David Bushek of Gilmore and Bell Attorneys at Law if the Board is ready to consider the TIF plan and project and Mr. Bushek responded in the affirmative. He added that all proper procedures have been followed and all notices had been given.

Alderman Rucker said that all procedures had been followed and he wanted to continue to do so, therefore he recommended that the second reading of the ordinance be delayed until the next meeting to give Osage Beach residents an opportunity to voice their concerns or approval.

City Attorney Rucker said that the first reading could occur and there could be a motion to delay the second reading, but if it fails, the Board would consider a second reading as allowed by law.

Mr. Bushek said that all proper procedures and all notices have been given, there was an additional time period that the notice was posted, and two public hearings were held. Mr. Bushek said the public has been given everything that is allowed by law.

Alderman Rucker said he is concerned whether another grocery store and another electronics store could be supported. He also questioned what this would do to the existing TIF. Alderman Rucker said the projected revenue is fine but he questioned how much is new business.

The next step is the actual TIF agreement which would come back to the Board for review and approval by ordinance. Alderman Olivarri said that performance clauses are critical to protect the City and citizens, and he could not in good conscience approve the TIF without a performance clause as it relates to revenue and jobs. He expressed his desire to complete the contract and he asked for a schedule of construction dates.

Alderman Olivarri said he had some concern regarding cannibalism and he has had an opportunity to visit with PGAV. He has taken a look at the numbers and projections and as a whole; it is a good move for the City.

Bill No. 10-81. AN ORDINANCE APPROVING THE DIERBERGS OSAGE BEACH TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA, APPROVING THE REDEVELOPMENT PROJECT, INITIATING TAX INCREMENT FINANCING IN THE REDEVELOPMENT PROJECT AREA, AND DESIGNATING DIERBERGS OSAGE BEACH, LLC, AS THE DEVELOPER OF RECORD FOR THE REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT.

Mayor Lyons presented the first reading of Bill 10-81 by title only. It was noted that Bill 10-81 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-81 as presented. Alderman Gasper seconded the motion which was voted on and passed with Alderman Schmitt expressing a negative vote and Alderman Rucker abstaining.

Mayor Lyons presented the second and final reading of Bill No. 10-81 by title only. It was noted that Bill 10-81 has been available for public review.

Alderman Gasper moved to approve the second and final reading of Bill No. 10-81 as presented. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-81 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Gasper, Alderman Olivarri, Alderman Farmer. "Nays": Alderman Rucker, Alderman Schmitt. Bill No. 10-81 was passed and approved as Ordinance No. 10.81.

Mayor Lyons announced that the contract with Dierbergs would be discussed at the first Board meeting in January.

Bill No. 10-82. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LICENSE AGREEMENT WITH BRINK AND BALL LAND COMPANY, LLC.

The City has obtained all necessary property for the second phase of Passover Road. The prospective buyer Brink and Ball Land Company LLC would like to make sure that they have use of the haul road for the Marina until the City completes the proposed roadway improvements to Passover Road.

The City Attorney and the Engineering Department have been working with the prospective buyer and find this agreement to be acceptable. The Engineering Department recommends approval of this ordinance.

Mayor Lyons presented the first reading of Bill 10-82 by title only. It was noted that Bill 10-82 has been available for public review.

Alderman Farmer moved to approve the first reading of Bill 10-82 as presented. Alderman Olivarri seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-82 by title only. It was noted that Bill 10-82 has been available for public review.

Alderman Kahrs moved to approve the second and final reading of Bill No. 10-82 as presented. Alderman Gasper seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-82 and to pass same into Ordinance: "Ayes": Alderman Gasper, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs. "Nays": None. Bill No. 10-82 was passed and approved as Ordinance No. 10.82.

Bill No. 10-83. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT PROVIDING FOR CONSTRUCTION OF A SIDEWALK ON THE WEST SIDE OF HIGHWAY 54 FROM HATCHERY ROAD TO BLUFF DRIVE, PROJECT NUMBER STP-9900(575).

This is for the second phase of the sidewalk from Osage Beach Elementary School to Beach Drive.

Mayor Lyons presented the first reading of Bill 10-83 by title only. It was noted that Bill 10-83 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill 10-83 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 10-83 by title only. It was noted that Bill 10-83 has been available for public review.

Alderman Kahrs moved to approve the second and final reading of Bill No. 10-83 as presented. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 10-83 and to pass same into Ordinance: Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Gasper. "Ayes": "Nays": None. Bill No. 10-83 was passed and approved as Ordinance No. 10.83.

Resolution 2010-14. Resolution of Intent to Annex.

Mayor Lyons presented Resolution 2010-14, a resolution of intent to annex. Resolution 2010-14 established a date of January 6, 2011 for a public hearing on the voluntary annexation petition submitted by Allen and Jonna Scott.

Alderman Kahrs moved to approve Resolution 2010-14 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Proposed Contract Modification No. 4 for Zebra Road and Stewart Drive, Phase 1.

This is a modification for utility work. The first need for the modification is to avoid cutting the street. This work includes extending gravity sewer lines and water service to three properties. Other utilities in the field did not meet the as built drawings. They had to be lowered and tied into the existing city utilities.

A new water main needs to be extended to be low enough for the new roadway.

The existing subgrade in two areas of Stewart Drive was unstable. To complete the construction of the roadway improvements, the unsuitable subgrade must be removed.

We also need to perform grade adjustments. There are two locations where extra grading was required for the new roadway to ensure that driveways will work with the new roadway.

Additional work is required to tie in the new 36-inch pipe under Links Road. Twenty feet of the existing pipe planned for the tie in was in unusable condition. The existing junction box was also inadequate and fell apart during excavation.

The Engineering Department has reviewed APAC's price and concurs. Funding for this modification can come from 20-00-773206 Zebra Connector. This fund balance is \$796,942. The Engineering Department recommends approval of this modification in an amount not to exceed \$62,509.35.

Alderman Rucker questioned whether APAC has caused damage on Cove Road. The overlay that was to be complete this year has been delayed until next summer to acquire easements. City Administrator Viselli said she would get an update on the project on Monday.

Alderman Olivarri moved to approve Contract Modification No. 4 for Zebra Road and Stewart Drive, Phase 1 in an amount not to exceed \$62,509.35. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Communications from Board Members.

Alderman Kahrs. Steve Kahrs wished everyone a Merry Christmas. He reported that he attended a

TCLA meeting and MoDOT will install additional signage for Osage Beach directing the motoring public to the business areas of Osage Beach.

Alderman Rucker. Kevin Rucker said there is a conflict with the Annual Lake Area Legislative session sponsored by the Chamber of Commerce that is being held on January 6, 2011 which is the same night as the Board meeting. There was no interest in changing the date of the Board meeting.

Alderman Rucker asked for a five year budget of anticipated expenses when the City takes over maintenance of Highway 54 to make sure the amount is placed in the budget. Mayor Lyons commented that Superintendent of Public Works Rick King has a list of some projects but the information would need to be updated.

Alderman Olivarri. John Olivarri wished everyone a happy holiday and he thanked everyone in the audience for attending and for those who participated.

Alderman Gasper. Dave Gasper thanked everyone for attending the public hearing for the Dierbergs Osage Beach, LLC and he expressed his appreciation to those who spoke. He thanked everyone for their interest and he appreciated the presentation made by representatives of Dierbergs Osage Beach LLC.

Alderman Gasper asked for a special meeting to discuss funding the ambulance service. The meeting was scheduled for Thursday, January 13, 2011.

Alderman Farmer. Lois Farmer thanked everyone who spoke at the Dierbergs public hearing and she wished everyone a Merry Christmas

Alderman Schmitt. Ron Schmitt also voiced his concern about Cove Road and stated that if APAC damaged the road they should repair it. Alderman Schmitt said that his voting in the negative is no reflection on Dierbergs, there is unfair competition when assistance is given. He added that Dierbergs would also apply for a Transportation Development District which would mean they would receive \$8 million in tax incentives which would be a 25% return. Alderman Schmitt said this is not a level playing field. He said that the site is in a prime location with its proximity to the outlet mall.

Staff Communications.

City Administrator. Nancy Viselli wished everyone a Merry Christmas.

City Treasurer. Karri Bell wished everyone a Merry Christmas.

Park Manager. Brian Willey wished everyone a Merry Christmas.

There being no further business to come before the Board, the meeting adjourned at 7:40 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 December 16, 2010.


Diann Warner, City Clerk


Penny Lyons, Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
December 16, 2010**

Bills Paid Prior to Board Meeting	200,225.06
Payroll Paid Prior to Board Meeting	173,505.94
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prior to Board Meeting	0.00
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	793,305.87
Total Expenses	<u>1,167,036.87</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	2,134.50-
			ADJUST PR DEDUCTIONS	117.00-
			Dental Insurance Premiums	423.00
			Dental Insurance Premiums	423.00
			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	25.66-
			ADJ PR DEDUCTIONS	170.06
			Long Term Disability Ins P	341.57
			Long Term Disability Ins P	341.57
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	2,064.00
			State Withholding	3,909.00
		HARTFORD-PRIORITY ACCOUNTS	ADJUST PR DEDUCTIONS	167.95
			Life & AD&D Insurance Prem	39.00
			Life & AD&D Insurance Prem	39.00
		INTERNAL REVENUE SERVICE	Fed WH	6,062.15
			Fed WH	10,249.64
			FICA	3,242.88
			FICA	7,044.64
			Medicare	758.40
			Medicare	1,677.55
		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 &	175.17
			Retirement 457 &	335.05
			Retirement 457	190.00
			Retirement 457	1,821.00
			Loan Repayments	1,092.79
			Loan Repayments	758.55
			401 Loan Payment	292.34
			401 Loan Payment	147.56
			Loan Repayments	178.41
			Retirement Roth IRA	35.00
			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
		AFLAC	ADJUST PR DEDUCTIONS	59.01
			Aflac Insurance Premiums	869.86
			Aflac Insurance Premiums	869.86
			Aflac Insurance Premium	271.48
			Aflac Insurance Premium	271.48
		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
		ONE TIME VENDOR	Bond Refund:090265450-01	131.00

000015

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	46,804.46
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
		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
			Medicare	94.79
		ICMA	Retirement 401	402.53
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	16.84
			TOTAL:	1,985.96
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
			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	427.75
			Medicare	100.04
		ICMA	Retirement 401	399.06
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
			TOTAL:	4,635.79
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

000016

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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
			Medicare	102.16
		ICMA	Retirement 401	448.19
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
			TOTAL:	4,366.50
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
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
		INTERNAL REVENUE SERVICE	FICA	91.55
			Medicare	21.41
		ICMA	Retirement 401	92.76
			TOTAL:	746.72
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
		INTERNAL REVENUE SERVICE	FICA	144.18
			Medicare	63.75
		ICMA	Retirement 401	263.79
			TOTAL:	1,887.72
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

000017

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60
			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
			Medicare	84.88
		ICMA	Retirement 401	360.43
		AFLAC	Aflac Insurance Premiums	5.21
			Aflac Insurance Premiums	5.21
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	203.88
			TOTAL:	4,447.82
Building Maintenance	General Fund	AMEREN MISSOURI	OCT SERVICE	2,979.26
		ALLIED WASTE SERVICES #435	CITY HALL NOV TRASH SERVIC	228.49
			TOTAL:	3,207.75
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			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	25.20
			Short Term Disability Ins	25.20
		AMEREN MISSOURI	CITY PARK #2 DISPLAY C	9.82
			FISH HATCHERY RD SOCCER FI	28.01
			CITY PARK #2 DISPLAY B	9.33
			CITY PARK #2 DISPLAY A	32.96
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	8.20
			Life & AD&D Insurance Prem	8.20
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
		INTERNAL REVENUE SERVICE	FICA	256.27
			Medicare	59.93
		ICMA	Retirement 401	211.88
		AFLAC	Aflac Insurance Premiums	20.84
			Aflac Insurance Premiums	20.84
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	48.65
			TOTAL:	3,164.53
Human Resources	General Fund	CITY OF OSAGE BEACH	SNOW PLOW TRAINING	525.00
		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
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.10
			Life & AD&D Insurance Prem	4.10
		INTERNAL REVENUE SERVICE	FICA	110.65

000018

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	25.88
		ICMA	Retirement 401	113.98
			TOTAL:	2,637.01
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	139.50
			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	2,916.00
			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	235.20
			Short Term Disability Ins	235.20
		BANKCARD CENTER 3770	TRAINING MATERIALS	28.00
			HALLOWEEN CANDY	181.00
			CARDS & ENVELOPES	241.00
			SOMO CONF LODGING	287.58
			MO POLICE CHIEFS ASSOC CON	125.00
			SHIPPING	25.75
			4 GB SANDISKS, BINDERS, TA	85.11
		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	36.00
			Life & AD&D Insurance Prem	36.00
		INTERNAL REVENUE SERVICE	FICA	2,603.14
			FICA	2,899.86
			Medicare	608.79
			Medicare	678.18
		ICMA	Retirement 401	2,519.17
			Retirement 401	2,866.13
		AFLAC	Aflac Insurance Premiums	156.30
			Aflac Insurance Premiums	156.30
		LAKE OZARKS MAJOR CASE SQUAD	HOMIDIDE INVESTIGATION MEA	136.67
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	261.68
			TOTAL:	35,500.16
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

000019

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000020	
			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
		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	639.74
			FICA	792.41
			Medicare	149.61
			Medicare	185.31
		ICMA	Retirement 401	619.11
			Retirement 401	796.76
		AFLAC	Aflac Insurance Premiums	83.36
			Aflac Insurance Premiums	83.36
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	19.83
			TOTAL:	10,018.55
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
			Health Insurance Premiums	441.50
		UNUM LIFE INSURANCE	Short Term Disability Ins	21.00
			Short Term Disability Ins	21.00
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	10.25
			Life & AD&D Insurance Prem	10.25
		INTERNAL REVENUE SERVICE	FICA	267.52
			Medicare	62.56
		ICMA	Retirement 401	260.73
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	16.84
			TOTAL:	2,997.65
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	40.87
			Dental Insurance Premiums	40.87
			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	441.50
			Health Insurance Premiums	441.50
		UNUM LIFE INSURANCE	Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	6.15
			Life & AD&D Insurance Prem	6.15
			Life & AD&D Insurance Prem	5.40
			Life & AD&D Insurance Prem	5.40
		INTERNAL REVENUE SERVICE	FICA	558.61
			Medicare	130.65
		ICMA	Retirement 401	435.00
		AFLAC	Aflac Insurance Premiums	26.05
			Aflac Insurance Premiums	26.05
		BANKCARD CENTER 5106	GRADE STAKES	72.16
			GRADE STAKES	90.20
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	105.50
			TOTAL:	4,864.96
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
		BANKCARD CENTER 3770	APC BATTERIES	99.98
		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
		INTERNAL REVENUE SERVICE	FICA	290.78
			Medicare	68.01
		ICMA	Retirement 401	283.06
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	80.33
		VERIZON WIRELESS	OCT/NOV SERVICE	86.04
			TOTAL:	2,035.54
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
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	7.00
			Life & AD&D Insurance Prem	7.00
		INTERNAL REVENUE SERVICE	Fed WH	936.16
			FICA	662.01
			Medicare	154.82
		ICMA	Retirement 457	50.00
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Liberty National Life Prem	26.35
			Liberty National Life Prem	26.35
			TOTAL:	3,129.42
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	199.74
			Dental Insurance Premiums	199.74
			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	2,353.07
			Health Insurance Premiums	2,353.07
		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
		AMEREN MISSOURI	KETTERLIN IND PK STORAGE F	10.27
		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
			Medicare	154.83
		ICMA	Retirement 401	664.42
		AFLAC	Aflac Insurance Premiums	45.11
			Aflac Insurance Premiums	45.11
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	17.58
			TOTAL:	9,226.03
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	State Withholding	247.86
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	2.50
			Life & AD&D Insurance Prem	2.50
		INTERNAL REVENUE SERVICE	Fed WH	689.65
			FICA	449.27
			Medicare	105.08
		PRE PAID LEGAL SERVICES INC	Pre-Paid Legal Premiums	20.45
			Pre-Paid Legal Premiums	20.45
		ICMA	Retirement 457	12.50
			Loan Repayments	31.61
			Loan Repayments	67.09
			401 Loan Payment	64.32
			401 Loan Payment	75.98
			Loan Repayments	68.06
		AFLAC	Aflac Insurance Premiums	102.88
			Aflac Insurance Premiums	102.88
			Aflac Insurance Premium	7.34

000022

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Aflac Insurance Premium	7.34
		LIBERTY NATIONAL LIFE INS CO	Liberty National Life Prem	22.93
			Liberty National Life Prem	22.93
		ONE TIME VENDOR KELLEY, LINDA	04-2920-00	271.92
		GRAPP, WARREN R	03-0910-01	40.00
			TOTAL:	2,742.16
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	90.87
			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	810.03
			Health Insurance Premiums	810.03
		AMEREN MISSOURI	COLUMBIA COLLEGE WELL	1,769.85
		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
		ALLIED WASTE SERVICES #435	PUBLIC WORKS NOV TRASH SER	228.49
		AMEREN MISSOURI	HOLIDAY SHORES WELL	9.33
		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	5.41
			Life & AD&D Insurance Prem	5.40
		RICHARDS, RON	MILEAGE REIMB 11/24-11/30/	20.40
		INTERNAL REVENUE SERVICE	FICA	449.28
			Medicare	105.07
		ICMA	Retirement 401	451.88
		BRIZENDINE, TERRY	MILEAGE REIMB 11/17-11/23/	8.00
		DEGRAZIA, PHIL	MILEAGE REIMB 11/17-11/21/	66.00
		DUNHAM, LOYD	MILEAGE REIMB 11/24-11/30/	92.00
		AFLAC	Aflac Insurance Premiums	24.33
			Aflac Insurance Premiums	24.33
		CARD SERVICES 4091	JUSTIN'S BOOTS	26.79
			MULCH	10.47
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	60.63
			TOTAL:	7,121.26
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	359.97
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	4.50
			Life & AD&D Insurance Prem	4.50
		INTERNAL REVENUE SERVICE	Fed WH	979.00
			FICA	716.49
			Medicare	167.55

000023

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRE PAID LEGAL SERVICES INC	Pre-Paid Legal Premiums	25.43
			Pre-Paid Legal Premiums	25.43
		ICMA	Retirement 457	32.50
			Loan Repayments	164.62
			Loan Repayments	100.91
			401 Loan Payment	108.67
		CAMDEN COURT	Case #09CM-SC00020	114.54
		AFLAC	Aflac Insurance Premiums	153.55
			Aflac Insurance Premiums	153.55
			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:	3,626.37
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	172.64
			Dental Insurance Premiums	172.64
			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	1,693.40
			Health Insurance Premiums	1,693.40
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,167.26
			GRINDER PUMPS & LIFT STATI	3,337.91
			GRINDER PUMPS & LIFT STATI	2,108.66
			GRINDER PUMPS & LIFT STATI	6,806.59
		UNUM LIFE INSURANCE	Short Term Disability Ins	33.38
			Short Term Disability Ins	33.38
			Short Term Disability Ins	53.22
			Short Term Disability Ins	53.22
		AMEREN MISSOURI	WINDGATE BLDG SEWER	311.99
			COBBLESTONE DR LIFT STATIO	45.26
			PHOENIX ON THE WTR GRINDER	12.12
			3797 54 HWY PUMP	13.33
		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	5.39
			Life & AD&D Insurance Prem	5.40
		INTERNAL REVENUE SERVICE	FICA	716.48
			Medicare	167.55
		ICMA	Retirement 401	715.55
		AFLAC	Aflac Insurance Premiums	66.02
			Aflac Insurance Premiums	66.02
		PEDROLA, TOM	MILEAGE REIMB 11/17-11/23/	60.40
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	27.22
		EARP, NATHAN	MILEAGE REIMB 11/24-11/30/	144.00
			TOTAL:	23,112.11

000024

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.75			
			Dental Insurance Premiums	47.00			
			UNUM LIFE INSURANCE	Long Term Disability Ins P	69.75		
				Long Term Disability Ins P	46.26		
			MO DEPT OF REVENUE	State Withholding	196.00		
				State Withholding	354.00		
			HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	3.00		
				Life & AD&D Insurance Prem	3.00		
			INTERNAL REVENUE SERVICE	Fed WH	589.04		
				Fed WH	1,011.00		
				FICA	379.83		
				FICA	653.86		
				Medicare	88.85		
				Medicare	152.92		
			CENTIER BANK	Savings Bonds	23.08		
			PRE PAID LEGAL SERVICES INC	Pre-Paid Legal Premiums	16.95		
				Pre-Paid Legal Premiums	16.95		
			AFLAC	Aflac Insurance Premiums	166.32		
				Aflac Insurance Premiums	127.91		
			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:	4,064.89		
			Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	136.25
						Dental Insurance Premiums	109.00
						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	883.00						
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	42.00					
BANKCARD CENTER 3770	HEARTSAVER CPR CARDS	100.00					
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	10.80					
INTERNAL REVENUE SERVICE	FICA	379.83					
	FICA	653.86					
	Medicare	88.85					
	Medicare	152.92					
ICMA	Retirement 401	367.59					
	Retirement 401	523.04					
AFLAC	Aflac Insurance Premiums	20.84					
	Aflac Insurance Premiums	10.42					
AT & T MOBILITY-CELLS	CELL PHONE SERVICE	61.65					
	TOTAL:	6,459.47					
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		

000025

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000026	
		MO DEPT OF REVENUE	Long Term Disability Ins P	25.43
			State Withholding	105.00
			State Withholding	131.40
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	2.80
			Life & AD&D Insurance Prem	2.80
		INTERNAL REVENUE SERVICE	Fed WH	315.06
			Fed WH	373.37
			FICA	215.34
			FICA	286.43
			Medicare	50.36
			Medicare	66.97
		ICMA	Retirment 457 &	112.30
			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:	1,913.28
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
		ALLIED WASTE SERVICES #435	NOV TRASH SERVICE	105.36
		AMEREN MISSOURI	KAISER TERMINAL BLDG	324.57
			LCF NEW HANGAR	67.50
		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
		INTERNAL REVENUE SERVICE	FICA	215.34
			FICA	286.42
			Medicare	50.36
			Medicare	66.97
		ICMA	Retirement 401	208.39
			Retirement 401	271.19
		AFLAC	Aflac Insurance Premiums	10.42
			Aflac Insurance Premiums	10.42
			TOTAL:	4,229.30
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.55
			Dental Insurance Premiums	30.55
		UNUM LIFE INSURANCE	Long Term Disability Ins P	1.39
		MO DEPT OF REVENUE	State Withholding	71.00
			State Withholding	101.60
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	2.20
			Life & AD&D Insurance Prem	2.20
		INTERNAL REVENUE SERVICE	Fed WH	148.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000027	
			Fed WH	249.36
			FICA	169.22
			FICA	248.33
			Medicare	39.58
			Medicare	58.09
		ICMA	Retirement 457 &	74.86
		AFLAC	Aflac Insurance Premiums	55.19
			Aflac Insurance Premiums	<u>55.19</u>
			TOTAL:	1,338.24
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SEWER & WATER FEES	31.00
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	70.85
			Dental Insurance Premiums	70.85
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Ins Premium	340.20
			Health Ins Premium	340.20
			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	26.88
			Short Term Disability Ins	26.88
		ALLIED WASTE SERVICES #435	NOV TRASH SERVICE	105.36
		HARTFORD-PRIORITY ACCOUNTS	Life & AD&D Insurance Prem	9.02
			Life & AD&D Insurance Prem	9.02
			Life & AD&D Insurance Prem	5.04
			Life & AD&D Insurance Prem	5.04
		INTERNAL REVENUE SERVICE	FICA	169.22
			FICA	248.34
			Medicare	39.58
			Medicare	58.09
		ICMA	Retirement 401	163.76
			Retirement 401	245.48
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	<u>16.84</u>
			TOTAL:	3,961.41

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

===== FUND TOTALS =====

10	General Fund	129,301.12
20	Transportation	12,355.45
30	Water Fund	9,863.42
35	Sewer Fund	26,738.48
40	Ambulance Fund	10,524.36
45	Lee C. Fine Airport Fund	6,142.58
47	Grand Glaize Airport Fund	5,299.65

	GRAND TOTAL:	200,225.06
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000028

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	CANDIDATE FILING NOTICE	58.50	
		CONCEPTS FOR BUSINESS LLC	2011 YEAR CODE LABELS	20.29	
		MO DEPT OF REVENUE	NOV TAX REPORT	35.00	
		DATA COMM INC	CUSTOM MADE STAMP	<u>32.99</u>	
			TOTAL:	146.78	
		000029			
City Treasurer	General Fund	GFOA OF MO	MEMBERSHIP DUES - MIKE WEL	50.00	
			MEMBERSHIP DUES - KARRI BE	<u>50.00</u>	
			TOTAL:	100.00	
Municipal Court	General Fund	WILLIAM F WASHBURN	DEC MUNICIPAL COURT JUDGE	1,679.16	
		KALTENBRONN PC, JON A	SPECIAL JUDGE 11/28/ & 12/	<u>140.00</u>	
			TOTAL:	1,819.16	
Building Inspection	General Fund	O'REILLY AUTO PARTS	MINI LAMP	<u>3.14</u>	
			TOTAL:	3.14	
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	TOWELS, TRASH LINERS	188.03	
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	38.51	
			COFFEE, HOT CHOCOLATE	187.80	
		SHANNON PAINTER DBA B & H CLEANING	DEC CITY HALL CLEANING	1,207.65	
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER REPAIR	431.06	
		SURECUT LAWN CARE LLC	NOV LEAF REMOVAL	<u>450.00</u>	
			TOTAL:	2,503.05	
Parks	General Fund	EZARD'S ACE HARDWARE	MOPSTICK & HEAD, GRDN SPRY	39.26	
			SCRUB BRUSH, POCKET KNIFE	12.48	
			DUCT TP, EXTN CORD, SJTW C	18.47	
			WALL THERMOMTRS	11.98	
		FLEET ONE	PARKS FUEL	94.93	
			PARKS FUEL	18.55	
		JEAN GENTLE'S OZARK FORD	GASKET	1.73	
		HANDY JON	NOV RENTAL	125.00	
		O'REILLY AUTO PARTS	WIPES, TIRE GAUGE, AIR CHU	17.56	
			STARTER FLUID	2.79	
			RV ANITFRZE	23.94	
			SWEATSHIRTS, HOODIES, CAPS	<u>307.00</u>	
			TOTAL:	673.69	
		Overhead	General Fund	XEROX CORP	NOV BASE CHARGE
CHARTER BUSINESS	DEC SERVICE			<u>5.09</u>	
	TOTAL:			552.41	
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL	1,039.64	
			PUBLIC SAFETY CAR WASH	64.00	
			PUBLIC SAFETY FUEL	1,038.40	
			PUBLIC SAFETY CAR WASH	24.00	
		INFORMATION TECHNOLOGIES INC	2 DL SCANNERS	35.00	
		O'REILLY AUTO PARTS	MINI FUSE	3.16	
		LAKE CLEANERS	UNIFORM CLEANING	361.25	
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHANGE, ROTATE TIRES #	54.04	
			OIL CHANGE #17	37.33	
		STAPLES ADVANTAGE	TONER, CPY PPR, LGL PADS	116.13	
		ALPHAGRAPHS	BUSINESS CARDS - K FRIEND	<u>25.00</u>	
			TOTAL:	2,797.95	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
Planning	General Fund	ALPHAGRAPHS	REZONG, VARNC & SPC USE SG	135.00			
			HEAVY DUTY H-STANDS	40.00			
			TOTAL:	175.00			
Engineering	General Fund	RP LUMBER INC FLEET ONE STAPLES ADVANTAGE O'REILLY AUTO PARTS	GRADE STAKES, ORNG MASON L	21.48			
			CITY ENG FUEL	57.33			
			CITY ENG FUEL	165.34			
			8.5X11 CANARY COVE, IPAD S	49.33			
			REFUND IPAD SCREEN PROTCTR	39.99-			
			SHARPIE	7.42			
			WIPER BLADE	3.31			
			TOTAL:	264.22			
			Information Technology	General Fund	FLEET ONE TYLER TECHNOLOGIES INFORMATION TECHNOLOGIES INC	IT FUEL	18.13
						MAINT:CLL CTR, PRNTR, CSH	1,483.75
SOFTWARE SUPPORT RENEWAL	650.00						
TOTAL:	2,151.88						
Economic Development	General Fund	EZARD'S ACE HARDWARE LAKE SUN LEADER 81525 & 1586450 BILLS TREE AND CRANE SERVICE JOY A HOWARD DBA	EXTN CORDS, POWERCNTR, HRD	79.93			
			12/1 PH DIERBERGS OB TAX	112.50			
			INSTALL LIGHTS & BANNERS	525.00			
			INSTALL SNOW FLAKES	525.00			
			DIERBERGS TIF	1,838.00			
TOTAL:	3,080.43						
Transportation	Transportation	EZARD'S ACE HARDWARE FLEET ONE GB MAINTENANCE SUPPLY HDR INC GRAHAM TRUCKING JACK'S MUNICIPAL SALE & SERVICE INC O'REILLY AUTO PARTS LAKE SUN LEADER 645 PRAIRIEFIRE COFFEE & ROASTERS PRECISION AUTO & TIRE SERVICE LLC APAC MO INC JAMES H DREW CORP HEDRICK MOTIV WERKS UNIFIRST CORPORATION	PAINT	9.99			
			MARKING CHALK	5.49			
			DUST MASKS	19.95			
			UTILITY LIGHTER	4.49			
			MARKING CHALK	5.49			
			MASKING TAPE	6.99			
			RETURN MARKING CHALK	5.49-			
			HWY STRIPING PAINT	12.98			
			TRANS FUEL	366.25			
			TRANS FUEL	222.22			
			16 OZ CUPS	42.70			
			ONE-WAY COUPLE STREET LIGH	254.00			
			DELIVERED 3 LOADS TOPSOIL	600.00			
			ROWAN RD SIGNS	41.95			
			ANITFREZ, SEALER	23.47			
			WIPER BLADE, DEICER	35.97			
			11/03 LEAF PICK UP AD	48.00			
			11/10 LEAF PICK UP AD	48.00			
			11/17 LEAF PICK UP AD	48.00			
			COFFEE, HOT CHOCOLATE, SUG	57.68			
			OIL CHG, LUBE #62	36.95			
			OIL CHG, LUBE, TIRE ROTATN	61.95			
			OB 10-015 ZEBRA & STEWART	326,885.14			
			STREET LIGHTS	24,915.84			
			HYD PLOW PUMP BLETS	57.50			
			STREET DEPT UNIFORMS	30.08			
			STREET DEPT FLOOR MATS	5.00			
STREET DEPT UNIFORMS	43.47						
STREET DEPT FLOOR MATS	5.00						
STREET DEPT UNIFORMS	60.04						
STREET DEPT FLOOR MATS	5.00						

000030

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FOCUS/WEEKLY STANDARD	11/3 LEAF PICKUP AD	36.00
			11/10 LEAF PICKUP AD	36.00
			11/107LEAF PICKUP AD	36.00
		SOUTHWEST STONE SUPPLY INC	LANDSCAPE FABRIC	116.26
		KENNY CARROLL EXCAVATING INC	2 LOADS 2"	500.00
			TOTAL:	354,678.36
Water	Water Fund	ECO-PEST	COMMERCIAL PEST CONTROL	30.00
		USA BLUE BOOK	AUTO-PRIME VALVES	345.56
			LIQUID FILLED PRESSURE GAU	32.20
			PVC HOSE, DEWATERING PUMP	317.32
		MCDUFFEY LAB	DRINKING WATER ANALYSIS	25.00
			DRINKING WATER ANALYSIS	25.00
		EZARD'S ACE HARDWARE	BATTERIES	35.92
			POLY TARP	4.79
			COUPL, BUSHING, TEE, VALV	24.83
			PAINT	7.19
			LIGHT BULBS, SHOP TOWELS	6.37
			HEET, HARDWARE, NEEDLE DRA	9.77
			ELECTRICAL SUPPLIES	2.76
		FLEET ONE	WATER FUEL	250.28
			WATER FUEL	305.68
		HDR INC	AE OB05-024 WATER ENG	5,600.00
		HACH CO	REAGENT	56.04
			SULFURIC ACID, 3-VALVE, STE	113.93
		SCHULTE SUPPLY INC	2" REGISTER HEADS	157.14
		O'REILLY AUTO PARTS	GAS CANS	25.98
			LOCK	19.99
			RECEIVER LCK	24.99
			LOCK RETURNED	19.99-
		POSTMASTER	DEC UTILITY BILL MAILING W	325.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOCOLATE, SUG	57.68
		HD SUPPLY WATERWORKS LTD	PRES REGS, REG, MTR FLNGE	789.47
			TANDEM SETTERS	756.06
			CLAMP	257.15
			BRS SADS, CORP MIPXPJ(CTS)	190.48
			BRS SAD	153.25
			REGULATORS	946.38
			CAP	55.00
			PRES REGS, FLANGE SETS	618.54
			BRA SADS	726.24
			BALLCORPS	746.80
			REFUND PLUG, TRANSITN ACC	134.40-
			REGULATORS	630.92
			MTR TILE & BX, ADPTR RING,	149.81
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE #69	37.45
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	90.95
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.02
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.02
			WATER DEPT FLOOR MATS	5.00
		HUTCHINS TELECOM LLC	MODOT MANDATED PROJECT	11,797.37
		CORROSION TECHNOLOGIES INC	MAINT #9Y1030734	99.00
			TOTAL:	25,764.94

000031

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Sewer	Sewer Fund	UMB BANK NA	REBATE CALC 2005	151.00
		WATER & SEWER SUPPLY INC	6" BAND CLAMPS	428.03
		ECC SUPPLY	REFURBSHD CUTLR HMMR START	1,195.00
		RIBACK SUPPLY CO	GALV BS UNION, TFLN PASTE	33.12
		AMOS SEPTIC SERVICE INC	PUMPED LIFT STATIONS	1,610.00
		EZARD'S ACE HARDWARE	ELCTRCL, SPRYPNT, STENCL,H	43.02
			1" PLATE FILLER	5.99
			CBLE TIES, NO FLASH CLEAN	97.19
			MURIATIC ACID, PLUMBING SU	27.16
			BATTERIES	39.96
		RP LUMBER INC	COIL CHAIN	97.99
		FLEET ONE	SEWER FUEL	349.47
			SEWER FUEL	150.51
		HDR INC	AE OB05-024 SEWER ENG	3,904.50
		TALLMAN COMPANY	GALV UNION, TORCH BLADES	31.32
			BOLT REPAIR CLAMPS	26.29
		O'REILLY AUTO PARTS	AIR FRESHNER, WIPES	7.78
			5" MIRROR	6.99
			TOGGLE SWITCH	4.99
		CONSOLIDATED ELECTRICAL DISTR, INC	GALV STEEL	105.64
		POSTMASTER	DEC UTILITY BILL MAILING S	325.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOCOLATE, SUG	57.69
		BOWLING ELECTRIC MACHINE	CAPACITORS	271.00
			CAPACITORS	562.50
			RELAYS	558.40
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, DRN PLG, LUBE #73	42.54
		JCI	PUMP REPAIR	995.00
			PUMP REPAIR #M5422	1,487.00
			PUMP REPAIR #J52940	4,012.50
			PUMP REPAIR #715	1,487.00
			PUMP REPAIR #M5383	1,487.00
			PUMP REPAIR #807	1,487.00
			PUMP REPAIR #783	1,487.00
			PUMP REPAIR #772	1,487.00
			PUMP REPAIR #789	1,487.00
			PUMP REPAIR #767	1,487.00
			PUMP REPAIR #705	1,487.00
			PUMP REPAIR #A2B62173C12	9,735.18
			PUMP REPAIR #714544	8,738.57
			PUMP REPAIR #767	1,487.00
			PUMP REPAIR #969	1,487.00
			PUMP REPAIR #772	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
			SEWER DEPT UNIFORMS	34.75
			SEWER DEPT FLOOR MATS	4.99
		HUTCHINS TELECOM LLC	CONNECTING SEWER	313,576.23
		CORROSION TECHNOLOGIES INC	MAINT 9Y4030735 & 9Z407018	198.00
	TOTAL:	365,351.78		
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	36.70
			AMB FUEL	48.71
		KING, DR ROBERT D	DEC MEDICAL DIRECTOR SERVI	1,000.00
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING SERVICE	965.07

000032

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALPHAGRAPHS	BUSINESS CARDS - R HOGAN	12.50
			TOTAL:	2,062.98
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	53.45
			LCF FUEL	52.06
		AMERICAN REFUELER EQUIPMENT CORP	SHIPPING FILTERS	74.20
		STAPLES ADVANTAGE	TEYTAGS, TONER	212.94
		NAEGLER OIL CO	AV GAS	12,435.15
			SATELLITE EQUIP CONNECTION	45.50
		PAUL'S CASH SAVER #602	COOKIES & WATER	11.67
			TOTAL:	12,884.97
Grand Glaize Airport	Grand Glaize Airpo	MARK'S MOBILE GLASS, INC	WINDSHIELD	160.00
		FLEET ONE	GG FUEL	55.12
		NAEGLER OIL CO	AV GAS	18,034.51
			SATELLITE EQUIP CONNECTION	45.50
			TOTAL:	18,295.13
		----- FUND TOTALS -----		
		10 General Fund		14,267.71
		20 Transportation		354,678.36
		30 Water Fund		25,764.94
		35 Sewer Fund		365,351.78
		40 Ambulance Fund		2,062.98
		45 Lee C. Fine Airport Fund		12,884.97
		47 Grand Glaize Airport Fund		18,295.13

		GRAND TOTAL:		793,305.87

000033

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2011 and ending December 31, 2011, a copy of which is attached hereto as Attachment "A" and is made a part hereof as if fully set forth herein is hereby adopted.

Section 2. That funds are hereby appropriated for expenditures set forth in said budget and approved as follows:

General Fund	\$6,144,669
Capital Improvement Fund	\$2,021,000
Transportation Fund	\$6,108,415
Combined Water & Sewer Fund	\$10,670,077
Ambulance Fund	\$496,782
Lee C. Fine Airport Fund	\$874,468
Grand Glaize Airport Fund	\$412,449
TIF Fund	<u>\$2,308,050</u>
TOTAL AMOUNT BUDGETED	\$29,035,910

Section 3. The City Administrator is hereby authorized to effect transfers of amounts less than Three Thousand Dollars (\$3,000) between line items, within departments, within the same fund.

Section 4. This Ordinance shall be in full force and effect January 1, 2011.

READ FIRST TIME: 12/2/10; READ SECOND TIME _____;

I hereby certify that Ordinance No. 10.75 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

000035

Bill No. 10-75
Page 2

Ordinance No. 10.75

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 10.75.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: December 1, 2010
Submitted By: Asst City Administrator
Board Meeting Date: December 16, 2010

000036

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

Description of Item:

Bill 10- 80 - Request to amend the following 2010 budgeted expenses per the following:

		<u>Adjustment</u>	<u>New Budget \$</u>
10-90-799940	Transfer to Ambulance Fund	\$ 10,000	\$ 391,000
10-90-799945	Transfer to Lee C Fine Fund	\$ 20,000	\$ 140,000
10-90-799947	Transfer to Grand Glaize Fund	\$ 101,000	\$ 202,000
20-00-733750	Administrative Reimb.	\$ 43,462	\$ 133,204
20-00-773101	Engineering In-House	\$ 1,537	\$ 104,948
35-00-773101	Engineering In-House	\$ 4,750	\$ 35,035
40-00-733750	Administrative Reimb.	\$ 2	\$ 14,493
45-00-733750	Administrative Reimb.	\$ 266	\$ 7,131

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

Citizens and City Staff

Why is Board Action Required?

Budget Amendments

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

Request first and second readings of Bill 10-80 to amend the 2010 Budget as noted above.

Are there any deadlines associated with this action?

Yes, adjustments must be made by the close of the fiscal year end.

Comments and Recommendation of Department:

During the budget process adjustments to Administrative Reimbursements, Engineering In-house, and Transfers from the General Fund are needed to balance each corresponding

fund. The above adjustments are increases to expenditure line items that require a Board approved budget adjustment.

Administrative Reimbursements and Engineering In-house are adjusted at year end to reflect the actual administrative/in-house activity within each fund so the reimbursements to the General Fund are reflected accurately at year end.

Adjustments to the Transfers from the General Fund to the Ambulance, LCF, and Grand Glaize Funds are necessary so each of the receiving funds are in balance at year end.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Assistant City Administrator.

000038

BILL NO. 10-80

ORDINANCE NO. 10.80

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 09.52 ADOPTING THE 2010 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

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

Section 1. That the 2010 Annual Budget adopted as Ordinance 09.52 is hereby amended as follows:

		Original item	Amended Item
10-90-799940	Transfer to Ambulance Fund	\$ 381,000	\$ 391,000
10-90-799945	Transfer to Lee C Fine Fund	\$ 120,000	\$ 140,000
10-90-799947	Transfer to Grand Glaize Fund	\$ 101,000	\$ 202,000
20-00-733750	Administrative Reimb.	\$ 89,742	\$ 133,204
20-00-773101	Engineering In-House	\$ 103,411	\$ 104,948
35-00-773101	Engineering In-House	\$ 30,285	\$ 35,035
40-00-733750	Administrative Reimb.	\$ 14,491	\$ 14,493
45-00-733750	Administrative Reimb.	\$ 6,865	\$ 7,131

Section 2. In all other respects the 2010 Annual Budget adopted in Ordinance No. 09.52 shall remain in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 10.80 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

Bill No.
Page 2

Ordinance No.

I hereby APPROVE Ordinance 10.80.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date:

December 8, 2010

000040

Submitted By:

City Attorney

Board Meeting Date:

December 16, 2010

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

Description of Item:

Bill 10-81 - Dierberg's/Osage Beach Tax Increment Financing Plan unanimously recommended for approval by the Osage Beach TIF Commission. This will make each of the findings required by the TIF Act to approve a redevelopment plan including designation of the Redevelopment Area as a blighted area, approve the Redevelopment Plan and Redevelopment Project, initiate tax increment financing in the Redevelopment Project Area, and designate the Developer as the developer of record for the Plan and Project. It will redevelop the vacant High Point Shopping Center. If this plan is adopted it will be followed by a development agreement negotiated with the developer and submitted for the Board's consideration.

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

Citizens, other local taxing districts, developer/applicant

Why is Board Action Required?

Action is required to approve a TIF Plan and Project and initiate tax increment financing for the Project.

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

Public hearing discussion and request first and second readings of Bill 10-81.

Are there any deadlines associated with this action?

This ordinance must be introduced to the Board of Aldermen between 14 and 90 days following the conclusion of the TIF Commission public hearing. This ordinance meets that requirement.

000041

Comments and Recommendation of Department:

The City Attorney recommends first and second readings of Bill 10-81 approving this TIF plan as the next step in the Dierberg's Osage Beach Tax Increment Financing Redevelopments Plan for the vacant High Point Shopping Center.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

OSAGE BEACH TAX INCREMENT FINANCING COMMISSION

RESOLUTION NO. 2010-1

A RESOLUTION OF THE OSAGE BEACH TAX INCREMENT FINANCING COMMISSION RECOMMENDING APPROVAL OF THE DIERBERG'S OSAGE BEACH TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT, RECOMMENDING A DESIGNATION OF BLIGHT WITHIN THE REDEVELOPMENT AREA, RECOMMENDING APPROVAL OF A PROJECT AREA WITHIN THE REDEVELOPMENT AREA, AND RECOMMENDING APPROVAL OF A DEVELOPER TO THE BOARD OF ALDERMEN OF OSAGE BEACH, MISSOURI.

WHEREAS, the Osage Beach Tax Increment Financing Commission ("TIF Commission") has been duly formed by the Board of Aldermen of the City of Osage Beach, Missouri ("Board of Aldermen") pursuant to Section 99.820.2 of the Revised Statutes of Missouri ("RSMo");

WHEREAS, Dierbergs Osage Beach LLC ("Developer"), submitted a proposal for approval of the Dierberg's Osage Beach Tax Increment Financing Redevelopment Plan & Project ("TIF Plan") on September 29, 2010;

WHEREAS, on October 12, 2010, the City mailed written notices of the scheduled TIF Commission public hearing to all taxing districts from which taxable property is included in the proposed Redevelopment Area ("Taxing Districts"), in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, in accordance with the written procedures relating to bids and proposals for implementation of redevelopment projects, on October 14, 2010, the City published in *The Lake Sun Leader* a notice of request for proposals and bids, which provided reasonable opportunity for any person to submit proposals and bids for implementation of the Redevelopment Project as proposed in the TIF Plan, in compliance with Section 99.820.1(3), RSMo;

WHEREAS, on November 9, 2010, the City published notice in *The Lake Sun Leader* of the scheduled TIF Commission public hearing to consider the merits of the proposed TIF Plan, in compliance with Section 99.830, RSMo;

WHEREAS, on November 14, 2010, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830, RSMo;

WHEREAS, on November 22, 2010, the City again published notice in *The Lake Sun Leader* of the scheduled TIF Commission public hearing to consider the merits of the proposed TIF Plan, in compliance with Section 99.830, RSMo;

WHEREAS, a copy of the notice of the public hearing has been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on December 1, 2010, at 6:00 p.m., the TIF Commission opened the public hearing to consider the proposed TIF Plan, and after taking evidence and testimony and then closed the public hearing to consider the proposed TIF Plan;

WHEREAS, the public hearing conducted by the TIF Commission to consider the TIF Plan was open to the public, a quorum of the Commissioners was present and acted throughout, and the proper notice of such hearing was given in accordance with all applicable laws including Chapter 610, RSMo;

WHEREAS, after considering the evidence and testimony received at the public hearing, the TIF Commission now desires to recommend that the Board of Aldermen make required findings and take certain actions to adopt and implement the TIF Plan.

NOW, THEREFORE, be it resolved by the Tax Increment Financing Commission for the City of Osage Beach:

1. **Findings.** In accordance with Section 99.810, RSMo, the TIF Commission makes the following findings and recommends that the Board of Aldermen by ordinance make the following findings regarding the TIF Plan:

A. the TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area;

B. the Redevelopment Area is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of several blighting factors as set forth in the Analysis of Blighted Area Factors Section 3 of the TIF Plan (the "Blight Study"). The TIF Plan is also accompanied by an affidavit, signed by the Developer, attesting to the blighting conditions of the Redevelopment Area;

C. the proposed redevelopment satisfies the "but for" test set forth in Section 99.810, RSMo, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing, and the TIF Plan is accompanied by an affidavit, signed by the Developer, attesting to this statement;

D. the TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole;

E. the TIF Plan contains estimated dates of completion of the redevelopment project and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of an ordinance approving a Redevelopment Project within the Redevelopment Area;

F. a Relocation Assistance Plan titled Relocation Policy has been developed for relocation assistance for businesses and residences, and the relocation of any business or residents in the Redevelopment Area, if necessary, will take place in accordance with the Relocation Assistance Plan attached to the TIF Plan as Attachment 5;

G. the TIF Plan contains a cost-benefit analysis showing the economic impact of the TIF Plan on each taxing district and political subdivision within the Redevelopment Area if the project is built pursuant to the TIF Plan or is not built and evidence that the proposed project is financially feasible for the Developer to construct with TIF assistance;

H. the TIF Plan does not include the initial development or redevelopment of any gambling establishment; and

I. the areas selected for the Redevelopment Project include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements.

2. **Recommendations.** The TIF Commission recommends that the Board of Aldermen take the following actions with respect to the TIF Plan:

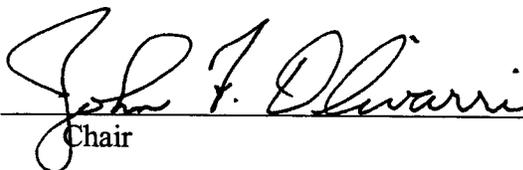
A. adoption of the Dierberg's Osage Beach Tax Increment Financing Redevelopment Plan & Project;

B. adopt an ordinance to make the findings recommended in Section 1 above, approve the TIF Plan and Project described in the TIF Plan, designate the Redevelopment Area as a redevelopment area as provided in Section 99.805(11), approve tax increment financing within the Redevelopment Area, and declare that Dierbergs Osage Beach LLC is the developer for the TIF Plan;

C. enter into a contract with the Developer for implementation of the TIF Plan; and

D. adopt an ordinance to initiate tax increment financing in the Project Area.

APPROVED BY THE TAX INCREMENT FINANCING COMMISSION FOR THE CITY OF OSAGE BEACH THIS 1st DAY OF DECEMBER, 2010.

By: 
Chair

AN ORDINANCE APPROVING THE DIERBERGS OSAGE BEACH TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA, APPROVING THE REDEVELOPMENT PROJECT, INITIATING TAX INCREMENT FINANCING IN THE REDEVELOPMENT PROJECT AREA, AND DESIGNATING DIERBERGS OSAGE BEACH, LLC, AS THE DEVELOPER OF RECORD FOR THE REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT.

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

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

WHEREAS, on December 1, 2010, after due notice in accordance with the Act, the TIF Commission opened a public hearing, at which all interested persons and taxing districts affected by the Redevelopment Plan were afforded an opportunity to make comments, file written objections, protests, and be heard orally regarding adoption of the Redevelopment Plan; and

WHEREAS, on December 1, 2010, the TIF Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and adopted Resolution 2010-1 by an 11-0 vote to recommend approval of the Redevelopment Plan, the designation of the Redevelopment Area, approval of the Redevelopment Project, the approval of tax increment financing for the Redevelopment Area, the designation of Developer as the developer of record for the Redevelopment Project; and

WHEREAS, on December 16, 2010, at a regularly scheduled meeting, after the posting of proper notice of the consideration of this issue on December 8, 2010, and the holding of a public hearing on the Redevelopment Plan, the Board considered the Redevelopment Plan and Redevelopment Project, the recommendation of the TIF Commission, the recommendations of City staff, and considered the public objections, protests, comments, and other evidence; and

WHEREAS, having heard and considered the objections, protests, comments, and other evidence adduced at the meeting, the evidence and testimony submitted at the TIF Commission public hearing, the recommendation of the TIF Commission, and the recommendations of City staff, the Board desires to approve the Redevelopment Plan and Redevelopment Project, designate the Redevelopment Area and the Redevelopment Project Area, initiate tax increment financing in the Redevelopment Project Area, and designate the Developer as the developer of record for the Redevelopment Plan and the Redevelopment Project.

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

SECTION 1. The Redevelopment Plan, a copy of which is on file in the Office of the City Clerk, is hereby approved and adopted. In the event of any conflict or inconsistency between the Redevelopment Plan and this Ordinance, the provisions of this Ordinance shall control.

SECTION 2. The tract of land legally described in Attachment 1 of the Redevelopment Plan is hereby designated as the Redevelopment Area.

SECTION 3. The Board hereby finds that:

A. the Redevelopment Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area;

B. the Redevelopment Area is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of several blighting factors as set forth in Section 3 of the Redevelopment Plan titled the "Analysis of Blighted Area Factors.". In addition to incorporating such blight analysis into this Ordinance by reference, the Board bases its finding of blight on the primary factors discussed in Section 3 of the Plan, that the predominance of (1) deteriorating site improvements, in the form of partial demolition of structures and deteriorating parking and related improvements, (2) improper subdivision and obsolete platting, (3) unsanitary and unsafe conditions, such as physical site deterioration, concrete rubble, rusted re-bar, open manholes and utility service covers, insecure fencing, improper lighting, lack of security and visibility and conditions which invite dangerous and reckless automobile activity in the parking areas, and (4) the existence of conditions which endanger life or property by fire and other causes, has and will continue to (a) constitute an economic liability to the City, including severe economic underutilization of the property and (b) create a menace to the public health, safety, morals and welfare of the City.. The Redevelopment Plan is also accompanied by an affidavit, signed by the Developer, attesting to the blighting elements of the Redevelopment Area;

C. the proposed redevelopment satisfies the "but for" test set forth in Section 99.810, RSMo, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The Redevelopment Plan is accompanied by an affidavit, signed by the Developer, attesting to this statement;

D. the Redevelopment Plan is in conformance with the Comprehensive Plan for the development of the City as a whole;

E. the Redevelopment Plan contains both estimated dates of completion of the redevelopment projects and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of an ordinance approving a Redevelopment Project within the Redevelopment Area;

F. the businesses existing in the Redevelopment Area that have been or will be required to relocate in order to implement the Redevelopment Plan will be relocated in accordance with the Relocation Assistance Plan attached as Attachment 5 to the Redevelopment Plan;

G. the Redevelopment Plan is accompanied by a Cost Benefit Analysis and other evidence and documentation from Developer which contains sufficient information to evaluate whether the Redevelopment Plan as proposed is financially feasible, showing the economic impact of the Redevelopment Plan on each taxing district and political subdivision, and that the proposed project is financially feasible, but only with TIF assistance, and the Board finds that the Redevelopment Plan and Redevelopment Project is financially feasible for the Developer only if TIF assistance is provided;

H. the Plan does not include the initial development or redevelopment of any gambling establishment; and

I. the areas selected for the Redevelopment Project include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements.

SECTION 4. The area selected for the Redevelopment Project Area as legally described in **Attachment 1** of the Redevelopment Plan is approved and designated as the Redevelopment Project. The Redevelopment Project Area includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project Improvements as set forth in the Redevelopment Plan.

SECTION 5. The applicant, Dierbergs Osage Beach, LLC, is hereby designated as developer of record for the Redevelopment Project for the Redevelopment Plan.

SECTION 6. Tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for the Redevelopment Project Area. After the total equalized assessed valuation of the taxable real property in the Redevelopment Project Area exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Project Area, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project Area shall be allocated to and, when collected, shall be paid by the County Collector to

the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project Area, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City treasurer or Finance Director who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

SECTION 7. In addition to the payments in lieu of taxes described in subsection B of Section 6 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for the Redevelopment Project Area over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or Finance Director, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 8. Approval of the Redevelopment Plan and Redevelopment Project and the initiation of tax increment financing by this Ordinance is conditioned upon the Developer entering into a tax increment financing redevelopment agreement between the City and Developer for the Redevelopment Plan, upon terms acceptable to the City, to carry out the goals and objectives of the Redevelopment Plan. The City Administrator is authorized and directed to negotiate a tax increment financing redevelopment agreement with the Developer to implement the Redevelopment Plan. Failure of the Developer to enter into such contract within six (6) months following the effective date of this ordinance shall nullify and render void the approvals granted in this ordinance upon such declaration by the City.

SECTION 9. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the Redevelopment Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 10. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 11. This ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS 16th DAY OF DECEMBER 2010.

I hereby certify that the above Ordinance No. 10.81 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____

Abstaining _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE Ordinance 10.81.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: December 8, 2010

Submitted By: City Engineer

Board Meeting Date: December 16, 2010

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

Description of Item:

Bill 10-82 - Authorize Mayor to execute Real Estate License Agreement

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

Citizens of Osage Beach, Marina Investments, Brink and Ball Land Company LLC, and City Staff.

Why is Board Action Required?

Board Action is required to pass an ordinance

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

Motion to approve first and second readings of Bill 10-82 authorizing the Mayor to execute a Real Estate License Agreement

Are there any deadlines associated with this action?

The closing date on the Marina Investments Property is set for December 21, 2010. The prospective buyer Brink and Ball Land Company LLC would like to have this completed prior to the closing.

Comments and Recommendation of Department:

The City has obtained all necessary property for the second phase of Passover Road. The prospective buyer Brink and Ball Land Company LLC would like to make sure that they have use of the haul road for the Marina until the City completes it proposed roadway improvements to Passover Road.

The City Attorney and the Engineering Department have been working with the prospective buyer and find this agreement to be acceptable. The Engineering Department recommends approval of this ordinance. A first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 10-82

ORDINANCE NO. 10.82

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LICENSE AGREEMENT WITH BRINK AND BALL LAND COMPANY, LLC.

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 Real Estate License Agreement with Brink and Ball Land Company, LLC.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Real Estate License Agreement 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. 10.82 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 10.82.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

REAL ESTATE LICENSE AGREEMENT

THIS REAL ESTATE LICENSE AGREEMENT is made and entered into this ____ day of _____, 2010, by and between THE CITY OF OSAGE BEACH, a Missouri municipality (“*Licensor*”), BRINK AND BALL LAND COMPANY, LLC, a Missouri limited liability company (“*Brink and Ball*”) and B & B MARINE, LLC, a Missouri limited liability company (“*B & B*” and with Brink and Ball collectively the “*Licensees*”).

Recitals

1. Brink and Ball has or will acquire certain real property described in Exhibit A attached hereto and incorporated herein by reference (the “*Licensee Property*”).
2. The Licensee Property contains an unimproved road commonly known as Haul Road.
3. Licensor owns certain real property adjacent to the Licensee Property (the “*Licensor Property*”) granted to Licensor pursuant to that certain Quit Claim Deed dated August 25, 2010 and recorded in Recorder’s Office of Camden County, Missouri at Book ____, Page____, described in Exhibit B attached hereto and incorporated by reference including a dedicated road commonly known as Passover Road
4. Haul Road crosses over the Licensor Property to provide access from the Licensee Property to Passover Road.
5. B & B operates or will operate a Boat Marina located on the Licensee Property.
6. Licensees desire access to and from Passover Road by means of Haul Road.
7. Licensor desires to grant access to Licensees to and from Passover Road by means of Haul Road.

Agreement

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Licensor grants and Licensees accept a license on the following terms and conditions:

- A. Grant of License. Licensor does hereby give, grant, extend and confer upon Licensees, their customers, employees, invitees and licensees, on a non-exclusive basis (the “*Permittees*”), along with Licensor, a license (the “*License*”) for use of that portion of Haul Road that lies on the Licensor Property for the purpose of access to and from the Licensee Property from Passover Road; limited, however, for the purposes connected with or incidental to Licensees’ use of the Licensee Property. The License shall be over such portion of the Licensor Property as improved from time to time by Haul Road.
- B. Reservation of Rights and Haul Road Relocation by the Licensee. Licensor reserves to itself the right to relocate or move Passover Road, at a time of its own choosing, onto the premises described in Exhibit “B” and to redesign and relocate the intersection of Haul Road and Passover Road. Prior to the relocation of Haul Road the current intersection on Haul Road and Passover Road may be altered by the placement of a traffic island in the middle of Passover Road which will prohibit left turn movements from Haul Road onto Passover Road. The licensee agrees that within One Year of the receipt of notice by the Licensor that the relocation of Passover Road and the Haul Road/Passover Road intersection as designed

by the city with the appropriate curb cuts is complete, the Licensee shall cause the relocation and reconstruction of that portion of Haul Road located more than 48 feet from the right of way line, and that such relocation and reconstruction of the aforementioned portion of Haul Road shall be at the sole cost of the licensee.

C. License Term. The License shall continue until such time Licensor completes construction and relocation or causes the completion of construction and relocation of Passover Road.

D. Existing Matters. The License granted herein is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Licensor Property, whether or not of record. The use of the word “grant” shall not imply any warranty on the part of the Licensor with respect to the License or the Licensor Property.

E. Miscellaneous. No delay or omission of any party in the exercise of any right accruing at any time hereunder shall impair any such right accruing thereafter or be construed to be a waiver thereof. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe their provisions. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri, without regard to conflicts of law rules. All prior understandings and agreements between the parties are merged into this Agreement, which constitutes the entire agreement among the parties. It is intended that the rights granted to Licensees herein shall be construed solely as a personal right and license and not as conveying any transferable right, title or interest in or to the Licensor Property or any portion thereof, and Licensees shall not assign the License or its rights under this Agreement without the prior written consent of Licensor.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

LICENSOR:

THE CITY OF OSAGE BEACH, a Missouri municipality

By: _____
Its: _____

LICENSEES:

BRINK AND BALL LAND COMPANY, LLC
a Missouri limited liability company

By: _____
Its: _____

B & B MARINA, LLC a Missouri limited liability company

By: _____
Its: _____

EXHIBIT A

Lot 1 of the Marina View Subdivision Plat recorded at Plat Book 102, pages 48a - 48d of the Camden County Missouri Recorder's Office, subject to existing building lines, covenants, easements, conditions, restrictions, zoning regulations, etc., now of record, and all improvements, buildings, boat slips and docks located thereon, less that portion of Lot 1 conveyed by the Quit-Claim Deed, attached as Exhibit B and incorporated by reference, to the City of Osage Beach for the purpose of relocating Passover Road ("*Lot 1*")

EXHIBIT B

QUIT-CLAIM DEED

This Indenture, Made on the 25th day of August, 2010 A.D., by and between **Marina Investments L.L.C., 10618 Sunset View Estates, St Louis, MO. 63128**, grantor of the County of St. Louis, STATE of MISSOURI party of the first part, and **THE CITY OF OSAGE BEACH, 1000 Parkway, Osage Beach, Missouri, 65065**, grantee of the County of Camden, STATE of MISSOURI parties of the second part. WITNESSETH, that the said party of the first part, do by these presents, **REMISE, RELEASE, 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:

PARCEL 11

A tract of land being part of Lot 1 of "Marina View Subdivision", a subdivision of record in Camden County, Missouri, according to the plat thereof on file at Plat Book 102, Pages 48 A-D, Camden County Recorder's Office, in Section 12, Township 39 North, Range 16 West, Camden County, Missouri, the source of the record bearings being said plat; said tract being more particularly described as follows:

POINT OF BEGINNING at the northeast corner of said Lot 1, being on the existing westerly right of way line of Passover Road, said right of way being 40 feet wide; thence South 46 degrees 55 minutes, 05 seconds East along said right of way 9.44 feet; thence South 17 degrees 36 minutes 43 seconds East (South 18 degrees 07 minutes 07 seconds East record) along said right of way 77.76 feet to the beginning of a 266.48 foot radius tangent curve concave westerly; thence 132.40 feet along said right of way and the arc of said curve with a chord that bears South 03 degrees 22 minutes 43 seconds East, 131.04 feet; thence South 01 degrees 51 minutes 17 seconds West along said right of way 18.92 feet to the beginning of a 462.83 foot radius non-tangent curve concave westerly; thence 1.99 feet along said right of way and the arc of said curve with a chord that bears South 11 degrees 56 minutes 21 seconds West, 1.99 feet to the southeast corner of said Lot 1; thence North 77 degrees 24 minutes 16 seconds West along the southerly line of said Lot 1 a distance of 3.91 feet to the beginning of a 80.00 foot radius tangent curve concave northerly; thence 23.38 feet along said southerly line and the arc of said curve with a chord that bears North 69 degrees 02 minutes 02 seconds West, 23.29 feet to the beginning of a 341.00 foot radius non-tangent curve concave westerly; thence 238.11 feet along the arc of said curve with a chord that bears North 16 degrees 47 minutes 10 seconds West, 233.30 feet to the north line of said Lot 1; thence South 89 degrees 22 minutes 43 seconds East along said north line 58.77 feet to the POINT OF BEGINNING, and containing 9,537 square feet, more or less.

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 **Marina Investments L.L.C.** 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.

IN WITNESS THEREOF, the said party of the first part has hereunto set their hand and seal the day and year above written.

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 25th day of August, 2010.

X Steven M. Henson Member
Authorized Agent for Marina Investments LLC

Witness : X [Signature]

ACKNOWLEDGEMENT

(Please use **BLACK** ink only)

State of Missouri

County of St. Louis BEFORE ME, the undersigned authority, on this day personally appeared Steven M. Henson, Member Authorized Agent for Marina Investments LLC personally, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for their uses, purposes and considerations therein expressed as their free and voluntary act and deed.

Given under my hand and seal of office this 25th day of August, 2010.

Charla K. Schaughnessey My Commission Expires: 12/03/2012
Notary Public



CHARLA K. SCHAUGHNESSEY
My Commission Expires
December 3, 2012
St. Louis County
Commission #08545000

Page 2 of 2, Marina Investments L.L.C.

CITY OF OSAGE BEACH

Permanent Utility Easement,
Temporary Construction Easement
Permanent Drainage Easement

Marina Investments L.L.C. Parcel # 11, Lot # 1 of Marina View Subdivision

Date _____

THIS EASEMENT, entered into by **Marina Investments L.L.C.** herein referred to as GRANTORS whose mailing address is: **10618 Sunset View Estates, St Louis, MO. 63128** and the **City of Osage Beach**, a municipality, GRANTEE, mailing address is: **1000 City Park, Osage Beach, MO 65065**. Wherein GRANTORS acknowledges their receipt of good and valuable consideration, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, their respective successors, assigns and licensees, a permanent Right of Way to construct, operate, maintain, inspect, replace and remove municipally owned and operated road improvements and all appurtenances thereto, as may be required by Grantee, upon, over, across and under Grantors' land situated in Camden County, State of Missouri, and described as follows:

A portion of portions of property as described in **Book 102, Pages 48 A-D, Camden County Recorder's Office, Section 12, Township 39 North, Range 16 West**. This Parcel is labeled as **Parcel #11, Lot # 1, of Marina View Subdivision**, both herein and on **Exhibit "A"**.

A **Permanent Utility Easement**, labeled as "**PUE**" (**Permanent Utility Easement**), running adjacent to the existing Right of Way line of **Passover Road**, as shown in **Exhibit "A "**. This taking of varying width has an approximate area of **2,364 Square Feet** more or less.

A **Temporary Construction Easement** described as running adjacent to the existing Right of Way line of **Passover Road**, as shown in **Exhibit "A"** and labeled as "**TCE**" (**Temporary Construction Easement**). Said **Temporary Construction Easement** shall be in effect commencing at the date on which this document is executed by the Owner, and shall be in effect for the duration of the project. It shall expire exactly one year after the completion of the project at which time said license shall become null and void. The date of completion of the project will be established as the date in which the final inspection (or walk through) of the project is held and approved by the City, Contractor, and Engineer.

A **Permanent Drainage Easement**, labeled as "**PDE**" (**Permanent Drainage Easement**), running adjacent to the existing Right of Way line of **Passover Road**, as shown in **Exhibit "A"**. This taking of varying width has an approximate area of **(2,135 Square Feet)**.

(SEE EXHIBIT "A" ATTACHED FOR COMPLETE LEGAL DISCRPTIONS OF THE TAKINGS)

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including;

- (1) The right of ingress and egress to and from the easement by reasonable routes across Grantors' property
- (2) The right to repair and or replace road improvements, and appurtenances as may be needed from time to time
- (3) The right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the permanent easement areas only. If additional clearing is required, the property owner must be contacted and grant permission, in writing, to do the work.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said improvements. Grantor warrants that he is the owner of the land here conveyed, and he has the right to make this conveyance and receive the payment therefore, and Grantor covenants that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated, subject to the aforesaid previously conveyed easement.

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 25th day of August, 2010.

x 
Authorized Agent for Marina Investments LLC

Witness : X 

ACKNOWLEDGEMENT

(Please use **BLACK** ink only)

State of Missouri _____

County of St. Louis BEFORE ME, the undersigned authority, on this day personally appeared Steven M. Henson, member Authorized Agent for Marina Investments LLC personally, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for their uses, purposes and considerations therein expressed as their free and voluntary act and deed.

Given under my hand and seal of office this 25th day of August, 2010.

Charla K. Schaughnessey My Commission Expires: 12/03/2012
Notary Public



CHARLA K. SCHAUGHNESSEY
My Commission Expires
December 3, 2012
St. Louis County
Commission #08545000

Exhibit "A"

CITY OF OSAGE BEACH PASSOVER ROAD

July 13, 2010

PARCEL 11

A tract of land being part of Lot 1 of "Marina View Subdivision", a subdivision of record in Camden County, Missouri, according to the plat thereof on file at Plat Book 102, Pages 48 A-D, Camden County Recorder's Office, in Section 12, Township 39 North, Range 16 West, Camden County, Missouri, the source of the record bearings being said plat; said tract being more particularly described as follows:

Right of Way:

POINT OF BEGINNING at the northeast corner of said Lot 1, being on the existing westerly right of way line of Passover Road, said right of way being 40 feet wide; thence South 46 degrees 55 minutes, 05 seconds East along said right of way 9.44 feet; thence South 17 degrees 36 minutes 43 seconds East (South 18 degrees 07 minutes 07 seconds East record) along said right of way 77.76 feet to the beginning of a 266.48 foot radius tangent curve concave westerly; thence 132.40 feet along said right of way and the arc of said curve with a chord that bears South 03 degrees 22 minutes 43 seconds East, 131.04 feet; thence South 01 degrees 51 minutes 17 seconds West along said right of way 18.92 feet to the beginning of a 462.83 foot radius non-tangent curve concave westerly; thence 1.99 feet along said right of way and the arc of said curve with a chord that bears South 11 degrees 56 minutes 21 seconds West, 1.99 feet to the southeast corner of said Lot 1; thence North 77 degrees 24 minutes 16 seconds West along the southerly line of said Lot 1 a distance of 3.91 feet to the beginning of a 80.00 foot radius tangent curve concave northerly; thence 23.38 feet along said southerly line and the arc of said curve with a chord that bears North 69 degrees 02 minutes 02 seconds West, 23.29 feet to the beginning of a 341.00 foot radius non-tangent curve concave westerly; thence 238.11 feet along the arc of said curve with a chord that bears North 16 degrees 47 minutes 10 seconds West, 233.30 feet to the north line of said Lot 1; thence South 89 degrees 22 minutes 43 seconds East along said north line 58.77 feet to the POINT OF BEGINNING, and containing 9,537 square feet, more or less.

Permanent Utility Easement:

COMMENCING at the northeast corner of said Lot 1, being on the existing westerly right of way line of Passover Road, said right of way being 40 feet wide; thence North 89 degrees 22 minutes 43 seconds West along the north line of said Lot 1 a distance of 58.77 feet to the beginning of a 341.00 foot radius non-tangent curve concave westerly and the POINT OF BEGINNING; thence 238.11 feet along the arc of said curve with a chord that bears South 16 degrees 47 minutes 10 seconds East, 233.30 feet to the southerly line of said Lot 1 and the beginning of a 80.00 foot radius non-tangent curve concave northerly; thence 2.27 feet along said southerly line and said arc with a chord that bears North 59 degrees 50 minutes 55 seconds West, 2.27 feet; thence North 59 degrees 02 minutes 03 seconds West along said southerly line 9.11 feet to the beginning of a 331.00 foot radius non-tangent curve concave westerly; thence 233.55 feet along the arc of said curve with a chord that bears North 17 degrees 53 minutes 57 seconds West, 228.74 feet to the north line of said Lot 1; thence South 89 degrees 22 minutes 43 seconds East along said north line 12.70 feet to the POINT OF BEGINNING, and containing 2,364 square feet, more or less.

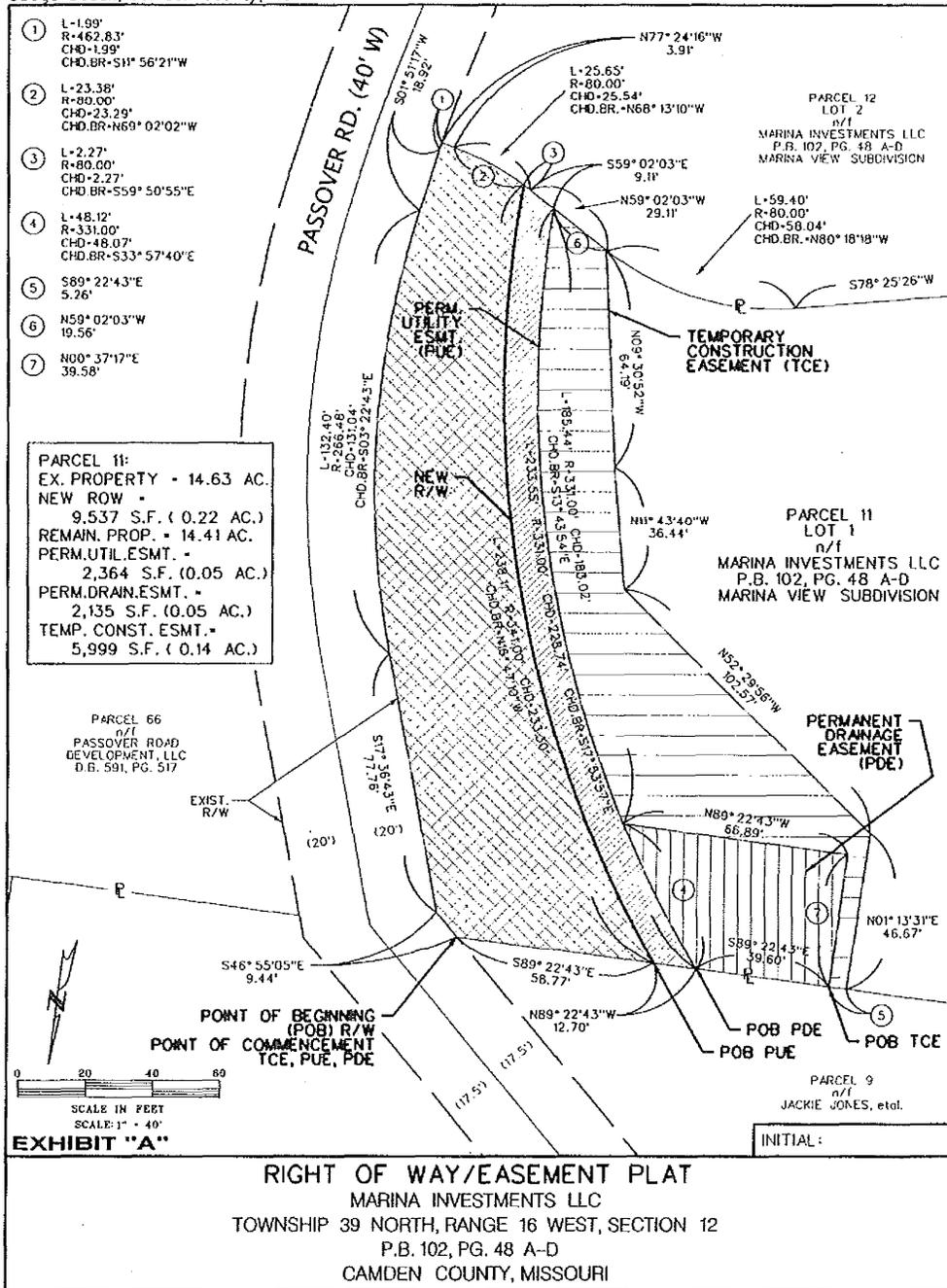
Permanent Drainage Easement:

COMMENCING at the northeast corner of said Lot 1, being on the existing westerly right of way line of Passover Road, said right of way being 40 feet wide; thence North 89 degrees 22 minutes 43 seconds West along the north line of said Lot 1 a distance of 71.47 feet to the beginning of a 331.00 foot radius non-tangent curve concave southwesterly and the POINT OF BEGINNING; thence 48.12 feet along the arc of said curve with a chord that bears South 33 degrees 57 minutes 40 seconds East, 48.07; thence North 89 degrees 22 minutes 43 seconds West, 66.89 feet; thence North 00 degrees 37 minutes 17 seconds East, 39.58 feet; thence South 89 degrees 22 minutes 43 seconds East 39.60 feet to the POINT OF BEGINNING, and containing 2,135 square feet, more or less.

Temporary Construction Easement:

COMMENCING at the northeast corner of said Lot 1, being on the existing westerly right of way line of Passover Road, said right of way being 40 feet wide; thence North 89 degrees 22 minutes 43 seconds West along the north line of said Lot 1 a distance of 111.07 feet to the POINT OF BEGINNING; thence South 00 degrees 37 minutes 17 seconds West, 39.58 feet; thence South 89 degrees 22 minutes 43 seconds East, 66.89 feet to the beginning of a 331.00 foot radius non-tangent curve concave southwesterly and the; thence 185.44 feet along the arc of said curve with a chord that bears South 13 degrees 43 minutes 54 seconds East, 183.02 to the southerly line of said Lot 1; thence North 59 degrees 02 minutes 03 seconds West along said southerly line 19.56 feet; thence North 09 degrees 30 minutes 52 seconds West, 64.19 feet; thence North 11 degrees 43 minutes 40 seconds West, 36.44 feet; thence North 52 degrees 29 minutes 56 seconds West, 102.57 feet; thence North 01 degrees 13 minutes 31 seconds East, 46.67 feet to the north line of said Lot 1; thence South 89 degrees 22 minutes 43 seconds East, 5.26 feet to the POINT OF BEGINNING, and containing 5,999 square feet, more or less.

PASSOVER ROAD RECONSTRUCTION - PHASE 2
Osage Beach, Camden County, MO



07/02/10

000053

Submission Date: December 8, 2010

Submitted By: City Engineer

Board Meeting Date: December 16, 2010

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

Description of Item:

Bill 10-83 – Authorize the Mayor to sign agreement with the Missouri Highway and Transportation Commission for Enhancement Project.

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

Citizens of Osage Beach, Missouri Highway and Transportation Commission, contractors, business owners within the proposed sidewalk project

Why is Board Action Required?

Board approval required for Ordinance.

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

A motion to approve first and second readings of Bill 10-83.

Are there any deadlines associated with this action?

This document needs to be returned to MoDOT as soon as possible.

Comments and Recommendation of Department:

This is the agreement for the extension of the Route 54 sidewalk improvements project. This project will build sidewalks from the Osage Beach Elementary School to Beach Drive. The City will be receiving \$249,672. In order for the city to receive these Enhancement Project funds, we have to execute this agreement.

The Engineering department recommends approval. A first and second reading is requested.

000054

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT PROVIDING FOR CONSTRUCTION OF A SIDEWALK ON THE WEST SIDE OF HIGHWAY 54 FROM HATCHERY ROAD TO BLUFF DRIVE, PROJECT NUMBER STP-9900(575).

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 Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement providing for the construction of a sidewalk on the west side of Highway 54 from Hatchery Road to Bluff Drive, Project No. STP-9900(575).

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement 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. 10.83 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 10.83.

Penny Lyons, Mayor

Date

ATTEST:

000056

Diann Warner, City Clerk

000057

CCO Form: RM12
Approved: 04/95 (MGB)
Revised: 10/10 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-9900 (575)
Award Year: FY10
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENT FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Osage Beach (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §101, §104 and §133, funds to be used for transportation enhancement activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancement funds which are the subject of this Agreement are for the project at the following location:

Project includes the construction of sidewalk on the west side of Highway 54 from Hatchery Road to Bluff Drive in the City of Osage Beach.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any

progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this

Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the

City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II,

Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalks or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior

to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% percent not to exceed \$249,672. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request that progress payments be made during the construction of the herein improvements. The City shall submit to the Commission any invoice for progress payments no less than on a monthly basis. The City shall repay any progress payments which involve ineligible costs.

(18) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(19) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(20) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES:

A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(21) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(24) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(25) OMB AUDIT: If the City expend(s) five hundred thousand (\$500,000) or more in a year in federal finance assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within thirty (30) days of the issuance of the report. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousands dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit B – Project Schedule

Project Description:

Project No. STP-9900 (576) includes the construction of sidewalk on the west side of Highway 54 from Hatchery Road to Bluff Drive in the City of Osage Beach.

Task	Date
Date funding is made available or allocated to recipient	12/10/2010
Solicitation for Professional Engineering Services (advertised)	12/23/2010
Engineering Services Contract Approved	03/01/2011
Conceptual Study (not applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	06/01/2011
Plans, Specifications & Estimate (PS&E) Submittal	10/01/2011
Plans, Specifications & Estimate (PS&E) Approval	11/01/2011
Advertisement for Letting	01/01/2012
Bid Opening	02/01/2012
Construction Contract Award or Planning Study completed (REQUIRED)	03/01/2012

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

000066

Submission Date: December 7, 2010

Submitted By: City Clerk

Board Meeting Date: December 16, 2010

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

Description of Item:

Resolution 2010-14. Resolution of Intent to Annex –Allen and Jonna Scott

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

The City, citizens, Allen and Jonna Scott

Why is Board Action Required?

Required by RSMo. Section 71.012.

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

Resolution 2010-14 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 to approve Resolution 2010-14.

RESOLUTION 2010-14

000067

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 6th day of January 2011, 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 Miller County, Missouri, which is qualified to public legal matters.

I hereby certify that Resolution 2010-14 was duly passed on December 16, 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

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TRACT AA

A tract of land lying in part of the northeast quarter of Section 08, Township 39 North, Range 15 West, Miller County, Missouri and being more particularly described as follows:

"Commencing from the east quarter corner of Section 08, Township 39 North, Range 15 West and running North 01 degree 22 minutes 21 seconds West a distance of 2,110.81 feet to a point located on the centerline of a 40 feet wide easement; thence departing the said centerline and continuing North 01 degree 22 minutes 21 seconds West a distance of 20.00 feet to the southeast corner of a tract of land recorded in Book 2008, Page 5965 as located on the northerly right-of-way of the said 40 feet wide easement; thence departing the said right-of-way North 00 degrees 17 minutes 05 seconds East along and with the east line of the said tract of land a distance of 81.0 feet to the northeast corner of the said tract of land and marking the southeast corner of a tract of land described in Book 374, Page 140; thence departing the said east line of the tract of land recorded in Book 2008, Page 5965 and continuing North 00 degrees 17 minutes 05 seconds East along and with the east line of the said tract of land recorded in Book 374, Page 140 a distance of 51.0 feet marking the northeast corner of the said tract of land and marking the southeast corner of a tract of land recorded in Book 328, Page 102; thence departing the said east line of the tract land recorded in Book 374, Page 140 North 00 degrees 15 minutes 29 seconds East along and with the east line of the said tract of land recorded in Book 328, Page 102 a distance of 111.71 feet to an existing iron pin marking the northeast corner of the said tract of land for the POINT OF BEGINNING; thence departing the said east line North 89 degrees 43 minutes West (record plat = North 89 degrees 42 minutes 56 seconds West) along and with the north line of the said tract of a land a distance of 132.63 feet to an existing iron pin marking the northwest corner of the said tract land as located on the easterly right-of-way of a 40 feet wide easement; thence departing the said north line and said easterly right-of-way South 89 degrees 29 minutes West a distance of 40.11 feet to an existing iron pin located on the westerly right-of-way of the said easement and marking the northeast corner of a tract of land recorded in Book 2004, Page 7546; thence departing the said westerly right-of-way North 89 degrees 46 minutes West (record deed = North 89 degrees 45 minutes 51 seconds West) along and with the north line of the said tract of land a distance of 133.22 feet to an existing iron pin marking the northwest corner of the said tract of land as located on the easterly right-of-way of a 40 feet wide road known as Kaiser Road; thence departing the said north line and said easterly right-of-way continuing North 89 degrees 46 minutes West a distance of 20.52 feet to a point located on the centerline of the said road; thence North 13 degrees 07 minutes East (record plat = North 13 degrees 07 minutes 24 seconds East) along and with the said centerline a distance of 263.05 feet to a point located on the southerly right-of-way of Missouri State Highway No. 42; thence departing the said centerline along and with the said southerly right-of-way the following two (2) bearings and distances: (1) South 89 degrees 45 minutes East (record deed = South 89 degrees 44 minutes 31 seconds East) a distance of 20.52 feet to an existing iron pin located on the easterly right-of-way of said Kaiser Road and (2) thence departing the said easterly right-of-way and continuing South 89 degrees 45 minutes East 166.36 feet to an existing iron pin located on the easterly right-of-way of a 24 feet wide easement for ingress and egress; thence

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departing the said southerly right-of-way South 00 degrees 15 minutes 29 seconds West along and with the said easterly right-of-way a distance of 234.00 feet to an existing iron pin; thence South 89 degrees 44 minutes 31 seconds East a distance of 81.00 feet to an existing iron pin located on the west line of a tract of land recorded in Book 194, Page 441; thence South 00 degrees 15 minutes West (record deed = South 00 degrees 15 minutes 29 seconds West) along and with the said west line a distance of 22.03 feet, returning to the point of beginning."

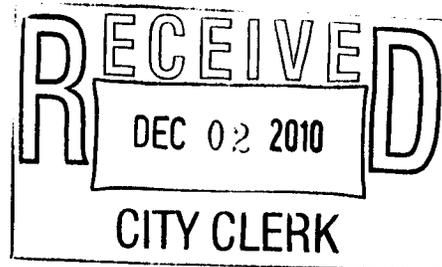
Subject to the right-of-way of Missouri State Highway No. 42, two 40 feet wide easements, a 40 feet wide road known as Kaiser Road and to any other rights-of-way, easements or restrictions of record.

The basis of bearings for the above description is the call of South 89 degrees 46 minutes East along the north line of a tract of land recorded in Deed Book 2004, Page 7546 at the Miller County Recorder's Office, as located in part of the northeast quarter of Section 08, Township 39 North, Range 15 West, Miller County, Missouri.

"TRACT AA" is for identification purposes only and is not part of the above description.

END OF DESCRIPTION

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PETITION REQUESTING ANNEXATION

We, the undersigned Allen Scott and Janna Scott, 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 Miller 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 18th day of NOVEMBER, 20 10.

/s/ Allen Scott
Name

435 Hwy. 42 Kaiser, Mo 65047
Address

/s/ Janna Scott
Name

573-348-9070
Phone Number

INDIVIDUAL(S) ACKNOWLEDGEMENT

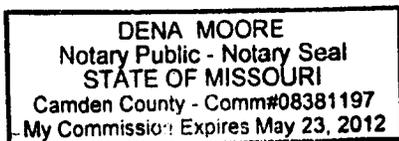
State of Missouri)
County of Camden)

On this 18th day of November, 20 10, before me, the undersigned notary public, personally appeared Allen & Janna Scott known to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same as for the purposes therein contained.

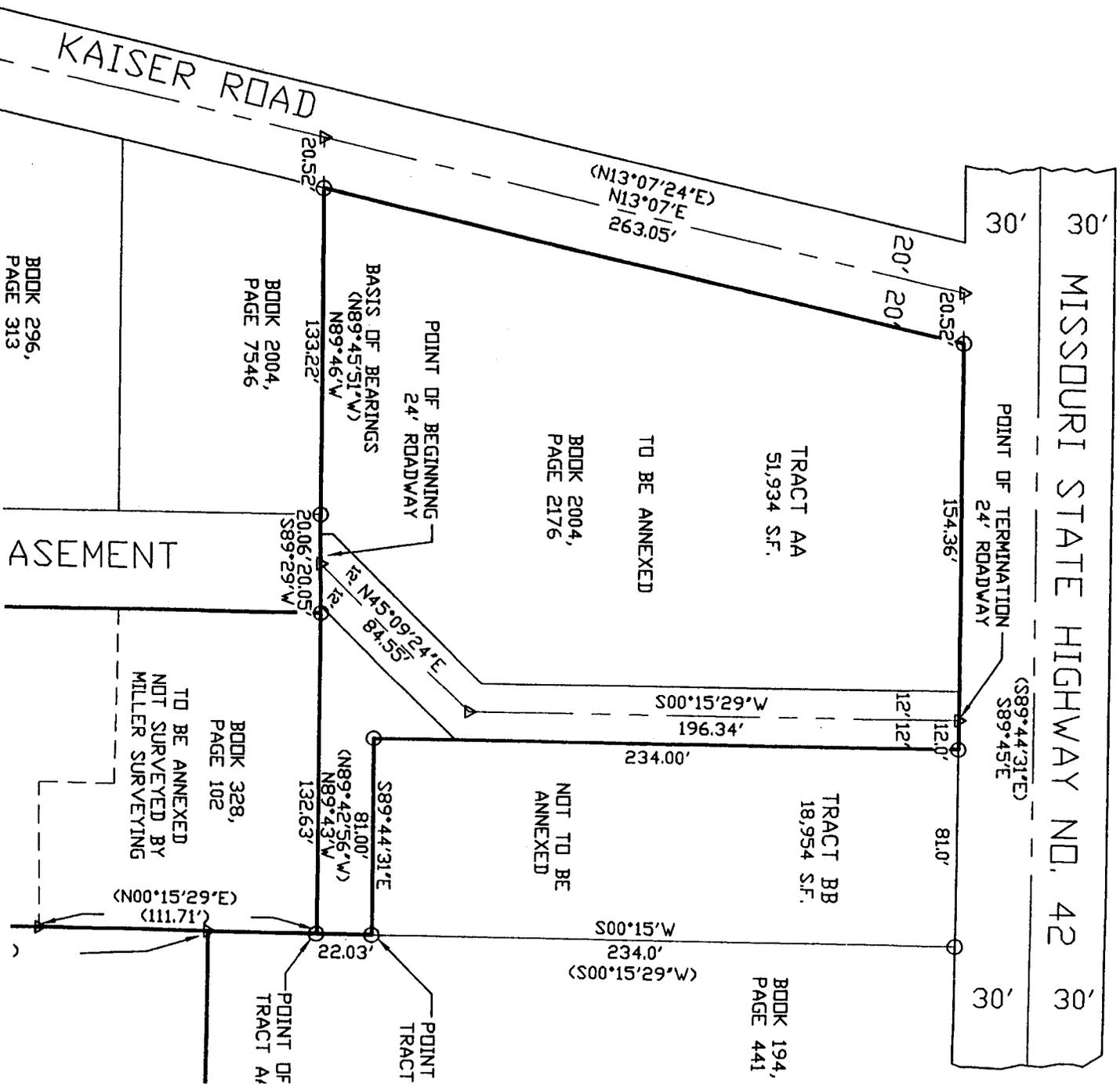
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Dena Moore
Notary Public



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



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Submission Date: December 9, 2010

Submitted By: City Engineer

Board Meeting Date: December 16, 2010

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

Description of Item:

Contract Modification #4
Zebra Road and Stewart Drive Phase 1

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

APAC-Missouri, Inc., material suppliers, and City Staff.

Why is Board Action Required?

Board approval required for modifications over \$5000.

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

A motion to approve the contract modification.

Are there any deadlines associated with this action?

This work has to be completed to continue with the roadway reconstruction.

Comments and Recommendation of Department:

This is a modification for utility work. The first need for the modification is to avoid cutting the street. This work includes extending gravity sewer lines and water service to three properties. Other utilities in the field did not meet the as built drawings. They had to be lowered and tied into the existing city utilities.

A new water main needs to be extended to be low enough for the new roadway.

The existing subgrade in two areas of Stewart Drive was unstable. To complete the construction of the roadway improvements, the unsuitable subgrade must be removed.

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We also need to perform grade adjustments. There are two locations where extra grading was required for the new roadway to ensure that driveways will work with the new roadway.

Additional work is required to tie in the new 36-inch pipe under Links Road. Twenty feet of the existing pipe planned for the tie in was in unusable condition. The existing junction box was also inadequate and fell apart during excavation.

The Engineering Department has reviewed APAC's price and concurs.

Funding for this modification can come from 20-00-773206 Zebra Connector. This fund balance is \$796,942.

The Engineering Department recommends approval of this modification in an amount not to exceed \$62,509.35.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.



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1000 City Parkway • Osage Beach, MO 65065
City Hall [573] 302-2000 • Fax [573] 302-0528

December 17, 2010

CONTRACT MODIFICATION NO. 4

Darren Woods
APAC-Missouri, Inc.
P. O. Box 1178
Linn Creek, MO 65052

Reference: Construction Contract OB10-015
Zebra Road & Stewart Drive Roadway Construction, Phase I

Dear Mr. Woods:

In accordance with Article 9 of the General Conditions - Changes in the Work of your Construction Contract No. OB10-015 for Zebra Road & Stewart Drive Roadway Construction Phase I, you are hereby directed to perform the following changed and/or additional work. All work shall be in accordance with the applicable portions of the contract specifications.

1. Create Bid Item 02511.21, "Stewart Water and Sewer Extensions," 1 Lump Sum. This is for water and sewer service extensions installed on Stewart Dr that were not in the contract. This shall cause an increase in Total Contract Price of \$11,143.08.
2. Create Bid Item 02511.22, "Miscellaneous Water and Sewer Fittings," 1 Lump Sum. This is for miscellaneous water and sewer fitting that were not shown on the plans but were required to make appropriate tie-ins. This shall cause an increase in Total Contract Price of \$22,865.50.
3. Increase Bid Item 02511.09, "10-inch Water Main," by 100.6 Linear Feet. This is for additional 10-inch water main that required relocation at STA 26+00. This shall cause an increase in Total Contract Price of \$4,436.46.
4. Create Bid Item 02316.02, "Remove & Replace Unsuitable Subgrade," 102.5 SY. This is for areas of the new roadway that contain poor, native, subgrade material. The item shall be measured in square yards (SY). A Contract Unit Price shall be established at \$40.58/yd². There were two areas in the Stewart Rd alignment that required this work located at STA 62+00 and STA 66+00. This shall cause an increase in Total Contract Price of \$4,159.45.
5. Create Bid Item 02316.03, "Misc. Grade Adjustments," 1 Lump Sum. This is for extra work required to adjust the grade of the roadway profiles of Stewart Dr and Zebra Rd. This shall cause an increase in Total Contract Price of \$4,715.54.

6. Create Bid Item 02511.23, "Lower Grinder Pump Electric Services," 1 Lump Sum. This is for grinder pump electric services that are in Stewart Dr and require lowering for the new roadway elevations. This shall cause an increase in Total Contract Price of \$4,257.05.
7. Increase Bid Item 02511.03, "Adjust Water Meter to Grade," by 1 Each. This is for the water meter at STA 67+98 that required readjusting. This shall cause an increase in Total Contract Price of \$160.83.
8. Increase Bid Item 02612.03, "Remove and Replace Existing 36-inch Corrugated Metal Pipe," by 26 Linear Feet. This is for additional corrugated metal pipe that was required to ensure that the storm water would flow into the existing drainage ditch. This shall cause an increase in Total Contract Price of \$1,051.44.
9. Create New Bid Item 02612.09, "Cast-in-Place Concrete Junction Box," 1 Each. This is for a cast-in-place concrete junction box that was required to tie the new 36-inch corrugated metal pipe into the existing 36-inch corrugated metal pipe. The Contract Unit Price for this item has been established at \$5,400.00. This shall cause an increase in Total Contract Price of \$5,400.00.
10. Increase Bid Item 02612.08, "36" CMP from STA 32+00 to STA 33+50," by 20 Linear Feet. This is for additional 36-inch corrugated metal pipe required to replace the existing 36-inch corrugated metal pipe that was in found to be in unsuitable condition. This shall cause an increase in Total Contract Price of \$4,320.00.

Compensation for the work performed shall be in accordance with the Revised Contract Bid Schedule herein and shall be considered as full compensation for all labor, equipment, materials, and incidentals required to complete the accepted item(s).

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REVISED BID SCHEDULE

Zebra Road & Stewart Drive Roadway Construction, Phase 1						
Pay Estimate		X			Date: XX/XX/XXXX	
ITEM UNIT	MODIFIED QUANTITY	ORIGINAL QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
02096.01	1	1	LS	Mobilization	\$12,104.06	\$12,104.06
02097.01	1	1	LS	Traffic Control Plan	\$4,711.41	\$4,711.41
02281.01	1	1	EACH	Relocate Existing Signs	\$1,230.17	\$1,230.17
02281.02	124	124	S.F.	Proposed Signs	\$64.01	\$7,937.24
02281.03	18	18	EACH	Relocate Existing Mailboxes	\$166.66	\$2,999.88
02316.01	20832	20652	S.Y.	Subgrade Preparation - Roadway Portion	\$8.72	\$181,655.04
02511.01	1	1	EACH	Adjust Sewer Valve to Grade (Clean Out)	\$160.82	\$160.82
02511.02	9	9	EACH	Adjust Sewer Manhole to Grade	\$345.02	\$3,105.18
02511.03	5	4	EACH	Adjust Water Meter to Grade	\$160.83	\$804.15
02511.04	9	9	EACH	Adjust Water Valve Box to Grade	\$160.83	\$1,447.47
02511.05	1	1	EACH	Adjust Existing Hydrant to Grade	\$493.12	\$493.12
02511.06	1	1	EACH	Provide and Install New Hydrant	\$3,465.62	\$3,465.62
02511.07	52	52	L.F.	1-inch Water Service Line	\$15.76	\$819.52
02511.08	276	311	L.F.	8-inch Water Main	\$40.39	\$11,147.64
02511.09	638.6	538	L.F.	10-inch Water Main	\$44.10	\$28,162.26
02511.10	449	449	L.F.	12-inch Water Main	\$72.57	\$32,583.93
02511.11	177	177	L.F.	Force Main & Gravity Sewer Encasement in Concrete	\$41.98	\$7,430.46
02511.12	480	480	L.F.	3-inch Sewer Line	\$21.81	\$10,468.80
02511.13	474	474	L.F.	6-inch Sewer Line	\$50.42	\$23,899.08
02511.14	317	317	L.F.	8-inch sewer Line	\$36.45	\$11,554.65
02511.15	2	2	EACH	Sewer Valve Box	\$216.84	\$433.68
02511.16	2	2	EACH	Concrete Sanitary Manhole (48" Diameter) 0'-4'	\$1,700.15	\$3,400.30
02511.17	5	5	L.F.	Concrete Sanitary Manhole (48" Diameter) 4' and Over	\$301.01	\$1,505.05
02511.18	8	8	EACH	House Service Connections (Water or Sewer)	\$230.80	\$1,846.40
02612.01	2705	2705	L.F.	18-inch Corrugated Metal Pipe	\$41.43	\$112,068.15

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02612.02	47	47	L.F.	24-inch corrugated Metal Pipe	\$40.44	\$1,900.68
02612.03	130	104	L.F.	Remove and Replace Existing 36-inch Corrugated Metal Pipe	\$40.79	\$5,302.70
02612.04	3	3	EACH	18-inch Corrugated Metal Pipe Flared End Section	\$229.42	\$688.26
02612.05	2	2	EACH	24-inch Corrugated Metal Pipe Flared End Section	\$263.72	\$527.44
02612.06	1	1	EACH	36-inch Corrugated Metal Pipe Flared End Section	\$741.09	\$741.09
02632.01	16	16	EACH	Concrete Curb Inlet (4'x3.25') - 0'-4'	\$2,332.66	\$37,322.56
02632.02	67	67	L.F.	Concrete Curb Inlet (4'x3.25') - 4' and Over	\$256.55	\$17,188.85
02632.03	4	4	EACH	Concrete Double Curb Inlet (8'x3.25') - 0'-4'	\$2,706.32	\$10,825.28
02632.04	6	6	L.F.	Concrete Double Curb Inlet (8'x3.25') - 4' and Over	\$305.54	\$1,833.24
02632.05	6	6	EACH	Concrete Manhole (48" Diameter) - 0'-4'	\$2,041.32	\$12,247.92
02632.06	31	31	L.F.	Concrete Manhole (48" Diameter) - 4' and Over	\$277.50	\$8,602.50
02632.07	1	1	EACH	Concrete Manhole (60" Diameter) - 0'-4'	\$2,929.14	\$2,929.14
02632.08	15	15	L.F.	Concrete Manhole (60" Diameter) - 4' and Over	\$285.89	\$4,288.35
02632.09	1	1	EACH	Area Inlet, Single, Open 4 sides, Untrapped - 0'-4'	\$2,566.84	\$2,566.84
02632.10	3	3	L.F.	Area Inlet, Single, Open 4 sides, Untrapped - 4' and Over	\$342.80	\$1,028.40
02632.11	3	3	EACH	2-grate, Inlet With Side Intake Unit, Type L Grate - 0'-4'	\$2,157.89	\$6,473.67
02632.12	7	7	L.F.	2-grate, Inlet With Side Intake Unit, Type L Grate - 4' and Over	\$195.91	\$1,371.37
02635.01	240	240	S.Y.	Rip Rap - Type 1	\$10.72	\$2,572.80
02635.02	243	243	S.Y.	Rip Rap - Type 2	\$10.66	\$2,590.38
02725.01	596	485	S.Y.	Gravel Driveway Extension (6-inch Thick)	\$12.28	\$7,318.88
02740.01	2897	2897	TONS	Bituminous Concrete Pavement	\$84.18	\$243,869.46
02740.02	10	10	TONS	Plant Mix Bituminous Base PMBB (Base Widening Asphalt 4-in)	\$178.29	\$1,782.90
02740.03	181	181	S.Y.	Cold Milling Bituminous Pavement 3-inch Thick or <	\$8.97	\$1,623.57
02740.04	2789	2789	GAL	Tack Coat	\$2.29	\$6,386.81
02740.05	3373	3373	GAL	Prime Liquid Asphalt (MC-30)	\$4.23	\$14,267.79
02745.01	560	533	S.Y.	Concrete Approach Pavement (6-inch Thick)	\$48.35	\$27,076.00
02745.02	324	299	S.Y.	Concrete Driveway Extension (6-inch Thick)	\$48.79	\$15,807.96

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02778.01	5657	5705	L.F.	Concrete Curb and Gutter (6-inch Thick)	\$13.52	\$76,482.64
02778.02	205	205	L.F.	Concrete Curb and Gutter Type S	\$16.64	\$3,411.20
02778.03	1392	1392	S.Y.	Concrete Sidewalk w/Welded Wire Fabric Reinf. (4-inch Thick)	\$29.12	\$40,535.04
02778.04	280	280	S.F.	Concrete Sidewalk Truncated Domes	\$30.68	\$8,590.40
02825.01	384	384	L.F.	Guardrail, Type A	\$18.00	\$6,912.00
02825.02	4	4	EACH	Crashworthy End Terminal	\$2,200.00	\$8,800.00
02825.03	4	4	EACH	End Anchor	\$800.00	\$3,200.00
02830.01	2664	2646	S.F.	Modular Block Wall (H<4')	\$23.89	\$63,642.96
02835.01	390	390	L.F.	Permanent White Pavement Striping. 6" Wide Paint	\$0.60	\$234.00
02835.02	85	85	L.F.	Permanent White Pavement Striping. 24" Wide Paint	\$4.00	\$340.00
02835.03	3840	3840	L.F.	Permanent Yellow Pavement Striping. 4" Wide Paint	\$0.32	\$1,228.80
02921.01	11266	11266	S.Y.	Seeding, Fertilizing, and Mulching	\$1.90	\$21,405.40
02921.02	3272	3272	L.F.	Silt Fence	\$2.30	\$7,525.60
02921.03	28	28	EACH	Drainage Structure Sedimentation Control Trap	\$135.00	\$3,780.00
ADD	1	1	LS	Force Account (per Section 01800)	\$5,000.00	\$5,000.00
02280.01 MOD 1	1	1	LS	Demolition of Existing Well House	\$3,549.65	\$3,549.65
02230.01 MOD 1	1	1	LS	Removal of Extra Trees	\$5,600.00	\$5,600.00
02511.19 MOD 2	1	0	LS	Zebra Water and Sewer Extensions	\$5,009.55	\$5,009.55
02511.20 MOD 2	1	0	LS	Extension of Grinder Pump Services	\$4,475.21	\$4,475.21
02612.07 MOD 3	1	0	EA	Cast-in-place Curb Inlet	\$5,600.00	\$5,600.00
02612.08 MOD 3	180	0	L.F.	36" CMP from STA 32+00 to STA 33+50	\$216.00	\$38,880.00
02511.21 MOD 4	1	0	LS	Stewart Water and Sewer Extensions	\$11,143.08	\$11,143.08
02511.22 MOD 4	1	0	LS	Miscellaneous Water and Sewer Fittings	\$22,865.50	\$22,865.50
02316.02 MOD 4	102.5	0	SY	Remove and Replace Unsuitable Subgrade	\$40.58	\$4,159.45
02316.03 MOD 4	1	0	LS	Grade Adjustments	\$4,715.54	\$4,715.54
02511.23 MOD 4	1	0	LS	Lower Grinder Pump Electric Services	\$4,257.05	\$4,257.05
02612.09 MOD 4	1	0	L.F.	Cast-in-Place Concrete Junction Box	\$5,400.00	\$5,400.00
TOTAL TO DATE:					\$1,271,302.89	

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Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$1,146,173.84
Contract Modification No. 1	INCREASE	\$9,579.67
Contract Modification No. 2	INCREASE	\$12,880.03
Contract Modification No. 3	INCREASE	\$40,160.00
Contract Modification No. 4	INCREASE	\$62,509.35
Revised Contract Amount		\$1,271,302.89

There will be no extension of contract time.

Sincerely,

Nancy Viselli
City Administrator

APAC-Missouri, Inc. hereby accepts the terms and conditions of Contract Modification No. 4.

APAC-Missouri, Inc.

Date