



REVISED 12/04/13

CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
December 5, 2013 – 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 11/04/2013; **11/06/13**; **11/18/13**; 11/21/2013 (Page 01)
- Bills List (Page 10)

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Bill No. 13-74. To Approve Installation of one Street Light on Bradford Drive Next to the Residence at 844 Bradford Drive. First and Second Readings (Page 22)
- B. Bill No. 13-75. 2014 Annual Budget. First Reading (Page 26)
- C. Bill No. 13-76. To Approve Acceptance of Seven (7) Existing Street Lights within the Parkwood Village. First and Second Readings. (Page 29)
- D. Bill No. 13-77. Right of Way Vacation on Jeffries Road. First Reading (Page 33)
- E. Bill No. 13-78. To Authorize Mayor to Enter into Agreement for the Award of the Proposed Construction Contract No. OB-0006 for the Sunset Drive Sidewalk and Relocation of Grinder Station 22-3 Project to J. C. Industries, Inc. First and Second Readings (Page 44)
- F. Bill No. 13-79. To Allow the Mayor to Execute a Contract with HDR, Inc. to Provide Professional Services for Design of the Osage Beach City Park Storm Repairs. First and Second Readings (Page 48)
- G. Bill No. 13-80. Acceptance of Osage Beach Parkway. First and Second Readings (Page 62)**

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION.

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys **and** RSMo. Section 610.021(2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

ADJOURN

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

November 4, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a special meeting on Monday, November 4, 2012, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman Michelle Myler, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. Others present were City Administrator Nancy Viselli, Assistant City Administrator Jeana Woods, City Attorney Ed Rucker, Public Works Director Nick Edelman, City Treasurer Karri Bell, Park Manager Brian Willey and City Clerk Diann Warner.

2013 Budget.

City Administrator Nancy Viselli reported that the November sales tax receipts are up considerably and the revenues are looking good. She added that revenues and expenses may be discussed at each budget meeting.

Water.

Public Works Director Nick Edelman said that DNR has a drinking water grant which will provide up to 45% of engineering. He would like to apply for the grant for a project which loops the water line from Three Seasons to Nichols (Golfview). He said the project is needed however there is no obligation to apply for the grant.

Alderman Catcott questioned when the water tower on the west side of the City would be painted. Director of Public Works Edelman said a contract has been awarded to clean the Swiss Village and the Columbia College wells inside and outside and they will be painted in 2015. Mr. Edelman said the hospital tower will be utilized while the Swiss Village tower is being cleaned and out of service.

Mr. Edelman said the water line between Palmer and Parrish needs to be replaced due to leaks. There is an increase in salaries and health insurance because the Engineering Department has been dissolved and expenses have been disbursed to water, sewer and transportation.

Property and liability insurance shows an increase because we are paying for 18 months. City Administrator Nancy Viselli said MPR anticipates an increase but the amount is not known yet. She added that \$20,000 was saved this year by switching to MPR and the deductible due to the flooding at the park was \$2,500 versus \$100,000 with Naught Naught. Mrs. Viselli said that the City's high deductible health care plan is saving money and the plan complies with the rules and regulations of the Affordable Health Care Act.

Assistant City Administrator Jeana Woods explained the administrative reimbursement to recapture money spent for engineering services in water, sewer and transportation.

Leak detection equipment is being budgeted. Public Works borrowed the equipment to detect the water leak at Palmer and Parrish.

Sewer.

Updates to the SCADA system, which monitors lift stations and notifies dispatch when there are problems, are being requested. These funds are for Phase 1 and 2. Other items being requested are furniture and remodeling of the break room at Public Works. A sink for the break room and new

tables and chairs are being requested.

Sewer expansion to Y Road is budgeted however, water to that area will not meet the design standards for fire suppression. A booster or an elevated tower would be needed. Public Works Director Edelman said there is a large demand for sewer outside the City limits.

Alderman Catcott questioned the impact of the new elementary school on the water and sewer system. Mr. Edelman responded there is no issue with water because the lines were designed for fire flow. Mr. Edelman was asked to find out the cost of a pressure pump to supply fire suppression to Y Road.

Mr. Edelman said that one property owner offered to donate 50% of the property needed for the Osage Beach Parkway extension if the sewer line is extended to his property. \$353,750 has been budgeted for the extension. Alderman Kahrs said he would like to know the value of the property before spending that much to extend the sewer line. \$154,000 is being budgeted to extend the sewer line to the Dogwood Animal Shelter and to Evergreen.

Odor control was discussed. It was noted there are different methods for controlling odor. Previously, there were line items for chemicals, odor control and repair of system. Assistant City Administrator Jeana Woods said they have been combined into the odor control line item.

A smaller pump truck is being requested – one that does not require the employee to have a CDL (commercial driver's license).

Transportation.

The retirement line item has increased due to the addition of employees transferred from the Engineering Department. Public Works Director Nick Edelman said the Sunset Drive Sidewalk and relocation of the grinder station is currently out to bid; the lift station at Prewitt's Point must be upgraded to three phase power. A keyless system and cameras at the Public Works Facility are being budgeted. One additional employee will be hired in Transportation because of the additional work after taking over Osage Beach Parkway.

One dump truck is being replaced and the old one will be used at the airports which will allow them to have plowing capabilities. A maintenance schedule for striping and sealing has been developed. MoDOT has worked on the bump by Putt n Stuff and Mayor Lyons said it is worse than it was before. She said she is not in favor of accepting Osage Beach Parkway until the bump is repaired. Public Works Director Nick Edelman will look into doing the striping in house in the near future.

Utility Relocates – if AT &T, Ameren UE or Charter have easements when the City has a project, their poles must be moved at the City's expense.

Alderman Olivarri expressed his concern that there is a portion of Zebra Road that has not been completed and it is not included in the proposed 2014 budget. He asked that funds to complete the project be budgeted for the portion of road that is located behind Dierbergs and Randy's. Public Works Director Edelman explained that \$330,000 was budgeted for Zebra but it was eliminated due to the lack of funds. He added that the design work is being done in house. There are sidewalks on Cove Road that are a part of the Zebra project and they have had a problem obtaining easements.

Alderman Olivarri said that the line item is not defined in the budget but he wants it to be defined as Zebra Road. He added that this is a project that is not new, the project was divided into two phases, one of which was completed and he would like funds to be included in the budget to complete the second phase.

Public Works Director Edelman said there was a water line issue by Randy's Frozen Custard and he is talking to the insurance company to see if they would pay for part of the road repair caused by the water leak. He added that funds are needed for the outer road in 2015 however neither Zebra nor Osage Beach Parkway would be completed in 2014. The application for cost share must be submitted by January and the committee meets in March to award the funds.

Alderman Olivarri asked that \$330,000 be added for Zebra Phase 2 to the 2014 budget.

Public Works Director Edelman said that bids must be solicited for maintenance of the traffic lights as soon as possible. The City will be responsible for the following lights after taking over Osage Beach Parkway: Dierbergs, the Outlet Mall, KK, Nichols, Prewitt and Wal-Mart.

Parks.

A skid steer is being requested which will be used to move bleachers, for snow removal and various other jobs. It was noted that FEMA will reimburse the City 75% of \$625,000 and Phase 1 must be complete before the Park is reopened. Public Works Director Edelman said there are Hazard Mitigation Grants available. It was noted that \$16,000 was received today for the vehicles that were totaled at the Park.

Discussion followed on the pond and the problem with the creek. Grant funds are available and Public Works Director Edelman would like to pursue the grant and make some upgrades.

The mini truck, the pickup and the Explorer were totaled. The mini truck is being replaced with a Gator, a pickup will be transferred from public works to the Park and the truck they are currently using will be transferred to the Park instead of being sold.

A new 4x4 Gator which Parks Director Brian Willey said is more practical may be obtained for \$8,250 which will replace the mini truck.

Alderman Myler moved to proceed with the purchase of the Gator in the amount of \$8,250. Alderman Schmitt seconded the motion which was voted on and passed.

Assistant City Administrator Jeana Woods said that in 2015, public works will have another truck that will be transferred to the Parks.

City Attorney.

No questions.

Revenue and Expenses.

It was noted that the water and sewer revenue is flat. Assistant City Administrator Woods explained that a rate increase is scheduled to go into effect on January 1. She said that not as much

water is used when there is a wet summer. Mrs. Woods will conduct a rate review in June 2014 to determine the rates for the next few years. She said that customers are being more conservative and there are not as many new customers.

An inquiry was made about when the City would be receiving a check for franchise fees for natural gas. Staff will bring back information about the number of hook ups and when a check from Summit Gas is expected.

There being no further business to come before the Board, the meeting adjourned at 8:55 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the special meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on November 4, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

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

November 6, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a special meeting on Monday, November 6, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman Michelle Myler, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. Others present were City Administrator Nancy Viselli, Assistant City Administrator Jeana Woods, Public Works Director Nick Edelman, City Treasurer Karri Bell, Airport Manager Budd Hyde, City Planner Cary Patterson, Human Resources Generalist Cindy Leigh, and City Clerk Diann Warner.

2013 Budget.

Planning.

City Planner Cary Patterson said funds were budgeted in 2013 to purchase the scanner however, the amount budgeted was not enough to make the purchase. Since that time, he said technology has decreased in price and he believes \$10,000 is enough. All plats, new and existing, will be scanned plus all building permits. No training is budgeted.

Human Resources.

Health insurance for 2014 includes a 12% increase. There are 102 employees budgeted for 2014 and the health insurance line item is based on family coverage for current vacancies. Discussion followed on the cost of health insurance and some suggestions for saving money. MPR open enrollment is in May and HR Generalist Cindy Leigh should have information regarding rate increases by March. Assistant City Administrator Jeana Woods will gather information on the entire employee benefit package for the Board to review.

Line items for education reimbursement and the job classification compensation plan are being reduced as well as vaccinations since MPR pays for flu shots. Funds are budgeted for random and DOT drug testing.

City Administrator.

No questions on this budget.

Economic Development.

Discussion followed on promoting the City and budgeting more funds to do so. It was noted there are many organizations that promote the area but possibly the state should spend more on advertising. A suggestion was made to work with University of Missouri's economic development group and possibly they would work with the City and with the business community to create a vision.

Assistant City Administrator Jeana Woods gave a breakdown of where the money is spent for the Fall Festival. White goods recycling will be collected in the spring, most likely in May.

Holiday displays were discussed. The number was limited this year due to the amount of displays that could physically be erected and to modify the electric to accommodate the displays. Two dozen more displays will be added next year.

Alderman Rucker moved to eliminate the east/west designation for the location of the displays and refer to them as Phase 1 or Phase 2, further that one half of the displays be placed on one side of the bridge and one half on the other side of the bridge. Alderman Olivarri seconded the motion which was voted on and passed with Alderman Catcott and Alderman Schmitt expressing negative votes.

The electronic billboards on each end of the Grand Glaize Airport were discussed. The cost to advertise from April to December is \$1,500 per four week period for the two boards.

Alderman Catcott moved to increase the budget for a six month period for the two electronic billboards at a cost of \$20,000. Alderman Kahrs seconded the motion which was voted on and passed.

Lee C. Fine Airport.

The subsidy from General Fund to Lee C. Fine Airport is \$23,000. No revenue from hangar rental was included in the 2014 budget. There is an issue that the contractor and MoDOT are working on regarding the hangars.

City Treasurer.

No questions.

CIT and TIF.

The transfers to water and sewer were not changed and the TIF is a percentage of the amount estimated. Prewitt's is not generating the amount of sales tax as it did previously. City Treasurer Karri Bell created a report of the Prewitt's TIF for the Board. In May, she anticipated that we will dip into the secondary reserve but not the reserve set up with the original bond issue.

City Treasurer Bell explained that bonds were issued for the Prewitt TIF but Dierbergs have notes which will not show up in the City's financials. Information is available if the Board would like to review it.

Answers to Questions Raised at Previous Workshop.

There are currently 233 natural gas customers and a line item will be created once the City receives a franchise check.

The question that was asked about purchasing the property for the expressway, the easement is valued at \$53,000. Water is estimated to cost about \$450,000 to \$675,000.

The cameras at Public Works will tie into the existing system at City Hall and it will be monitored by the Police Department.

Revenues and Expenses.

Electric franchise fees are increasing while telephone fees are decreasing due to the decrease in land lines. \$9,000 was collected in contractor's licenses however; \$16,000 was projected in 2013. Site development fees follow engineering which is now in Public Works. Revenue from the rental

of property includes the Highway Patrol lease and the telecommunications towers. Alderman Rucker expressed concerns about sales tax revenues. City Administrator Viselli projected a 4.5% increase in sales tax for this year and 1.5% is projected in 2014. Assistant City Administrator Jeana Woods noted that businesses are not reporting their income nor paying sales tax in a timely manner.

There being no further business to come before the Board, the meeting adjourned at 8:50 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the special meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on November 6, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

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

November 18, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a special meeting on Monday, November 18, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Michelle Myler, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. Alderman Steve Kahrs was absent. Others present were City Administrator Nancy Viselli, Assistant City Administrator Jeana Woods, City Attorney Ed Rucker, City Treasurer Karri Bell, Building Official Ron White, IT Manager Jim Davis, Police Chief Todd Davis, and City Clerk Diann Warner.

2013 Budget.

Mayor and Board.

No questions.

City Clerk.

One part time position is being eliminated due to retirement.

Municipal Court.

No questions.

Overhead.

The work comp mod is below 1. Telephone rates doubled last August. Ron White, Building Official, explained that a third party reviewed the contract and only found one other discount that the City was eligible for. New IRS rules have reduced the number of cell phones that the City is paying for. No budget amendment is necessary to cover the amount over budget for telephone service unless an entire fund is over budget.

The line item for property and liability insurance will increase in 2014 because of the 18 month premium.

Collector.

No questions.

Law Enforcement.

The line item for the canine drug, search and rescue has increased because the training items on loan from the Highway Patrol are no longer available. The line item for dog food will increase because the discount is no longer available. A room to separate the drugs and money from other evidence is being budgeted.

Police Chief Todd Davis explained the Lake Area Narcotics Enforcement Group of which Osage Beach is a member along with 11 other agencies. The line item for software is being increased to track pawn shop purchases; four vehicles are being budgeted to replace all but 2 of the Dodge Chargers. The vehicles will be sold via online auction or traded and will bring about \$3,500 per vehicle. The Dodge Chargers have required major repairs.

A Crime Prevention Grant will be used to purchase body armor. The grant covers 50% and the armor is replaced every 5 years. Discussion followed on disposal or donation of the outdated vests. City Attorney Rucker said if the vests are donated, a release could be written to make sure they know the vests are outdated.

Holiday Pay is paid out at the end of the year for the Police, Ambulance and Communications Departments. Overtime is both scheduled and unscheduled.

911.

Assistant City Administrator Jeana Woods explained that the 911 Center had many changes during 2013. Upon a question about overtime, Mrs. Woods will check the amount budgeted. Chief Davis said the request to relocate the 911 Center to the lower level was eliminated due to the cost. IT Manager said the better long term solution would be to move all 911 operations to the lower level on a permanent basis. Chief Davis said if the 911 Center is temporarily moved to the lower level, 911 calls go to Camden County. Alderman Rucker suggested applying for a grant to relocate the 911 Center. He also suggested researching to determine if Osage Beach could dispatch calls for other municipalities.

Ambulance.

No funds are budgeted to replace a 2001 ambulance. Chief Davis proposed creating a line item and budget funds annually to save for a replacement. Alderman Catcott suggested doing the same for relocating the 911 Center. A new ambulance is estimated to cost \$130,000. A rebox was purchased a few years ago and there have been maintenance problems with it.

Emergency Management.

Funds are budgeted for training in the 2014 budget. The line item for gasoline was decreased. \$15,000 has been budgeted for siren maintenance. Batteries on 4 poles and 3 siren drivers are needed. The poles have been replaced.

IT.

Virtual servers were added but due to expenses at the Park in 2014, redundancy has been put on hold. IT Director Jim Davis said they also want to determine if there is adequate air and electric service at the Public Works Facility.

Funds have been budgeted for equipment replacement in the amount of \$5,000. Mr. Davis said the VMware is working however, if they go down they all go down and he would like the ability to use both PC's and VMware. There are no good connections between City Hall and the airports so they have to use PC's and the VMware will be used as backup. City Administrator Viselli said all computer related equipment is in the IT budget because of duplication. Alderman Rucker said this goes back to the reason there is no increase in the communication agreements, the amount is not being tracked in the 911 budget. He added there are other increases that the Board needs to think about. Assistant City Administrator Woods said that everything is tracked and she can provide an analysis if the Board desires. Alderman Rucker said this should be considered when another agency is charged for dispatch services.

Calls for service increased about 100 from this time last year and OBFPD and LOFPD both pay \$10 per call.

A rugged test tablet is being budgeted in the amount of \$3,000 which includes a charge dock and power supply.

Building Inspection.

Vehicle maintenance will decrease in 2014 and the line item for books has decreased due to updating the building codes in 2013. Capital expenditure is for a flat file storage unit.

Building Maintenance.

The contract for janitorial service was renewed with Keeping Condos Clean. They maintain the public areas and stock the paper goods for \$18,500 per year for the next three years. Costs were cut by having each employee clean their own area.

The line item for the ground heat source will increase to \$18,000. Grounds maintenance at City Hall is \$15,000 per year and includes fertilizer, mowing and leaf pick up. Building Official Ron White said it is cheaper to contract out the service. An IP Panel will connect to a server so that the Public Works Facility will be able to have proximity locks like City Hall. Parking blocks are being budgeted for parking spaces; proximity locks on the armory, evidence room, sally port, the jail and the Board room and one for the Highway Patrol if funding allows.

Assistant City Administrator Woods said the plan is to make changes to the draft budget which will go out with the next packet for the December 5th meeting.

Alderman Rucker asked about personnel costs. City Administrator Nancy Viselli will have information about the entire personnel package for the 1st Quarter Budget Review in April.

Alderman Olivarri questioned if there will be a six month reserve after all the changes. Assistant City Administrator Woods responded that overall there will be a 7.5 month reserve.

City Administrator Nancy Viselli said the Board previously voted to spend \$20,000 on the electronic billboards; however she said that \$21,000 is needed for a seven week period.

Alderman Catcott moved to increase the amount for the electronic billboards to \$21,000. Alderman Myler seconded the motion which was voted on and passed.

There being no further business to come before the Board, the meeting adjourned at 8:05 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 special meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on November 18, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

UNAPPROVED

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

November 21, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, November 21, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman Michelle Myler, Alderman John Olivarri, Alderman Ron Schmitt, and Alderman Kevin Rucker. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported that the Council of Local Governments met at City Hall on Monday and the group will meet here at City Hall at 10:00 a.m. on the third Monday of each month in 2014. Solid Waste District T met later in the afternoon. Several groups requesting grant funds were present and their applications will be evaluated before the December meeting.

Citizens Communications.

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

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the regular meeting held on November 7, 2013, and the bill list as submitted. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 13-69. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR BANKING SERVICES WITH CENTRAL BANK OF LAKE OF THE OZARKS.

Mayor Lyons presented the second and final reading of Bill No. 13-69 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-69. Alderman Myler seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-69 and to pass same into Ordinance: "Ayes": Alderman Rucker, Alderman Catcott, Alderman Olivarri, Alderman Schmitt, Alderman Myler, Alderman Kahrs. "Nays": None. Bill No. 13-69 was passed and approved as Ordinance No. 13.69.

New Business.

Bill No. 13-72. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO.12.39 ADOPTING THE 2013 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

Public Works Director Nick Edelman explained that Bill 13-72 allocates additional funds to pay for additional materials needed to connect water for two new developments plus some parts for inventory and additional parts to repair the water system.

UNAPPROVED

Mr. Edelman explained that the Water Hook Ups item has a corresponding revenue account when we have permits for new water customers. As stated in the October financials, account 30-00-470010 Water Tap Fee is \$10,414 over budget. More revenue has been collected than was anticipated; therefore, more parts must be purchased.

The Public Works Department recommended approval of Bill No. 13-72.

Mayor Lyons presented the first reading of Bill No. 13-72 by title only. It was noted that Bill No. 13-72 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 13-72 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 13-72 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-72. Alderman Myler seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-72 and to pass same into Ordinance: "Ayes": Alderman Catcott, Alderman Olivarri, Alderman Schmitt, Alderman Myler, Alderman Kahrs, Alderman Rucker. "Nays": None. Bill No. 13-72 was passed and approved as Ordinance No. 13.72.

Bill No. 13-73. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE STATE OF MISSOURI, FOR AN OFFICE FOR THE VETERANS COMMISSION

City Administrator Nancy Viselli explained that the Board was notified on October 24th that a request had been made from the State of Missouri about leasing the office previously leased by the Water Patrol in the lower level of Osage Beach City Hall. Terms of the agreement would be the same as previously approved by the City (rent would be \$3,026.85 for 320 square feet of office space). They asked that we allow the Missouri Veterans Commission to lease this space to allow Veterans in the lake area to meet a representative here rather than having to drive to Jefferson City.

As explained at that time, this office would have the same hours as City Hall (Monday through Friday, 8:30 a.m., until 5 p.m., and closed on all City observed holidays and weekends). Visitors would sign in at the front desk, and the representative with the Missouri Veterans Commission would meet them at the elevator and escort them to this office. This office is anticipated to be used only once or twice a week, as appointments are scheduled.

City Administrator Viselli discussed a concern mentioned about security of our computer equipment, and Jim Davis assured her the office is locked that contains our computer equipment. In addition, this does not present any more of a security concern than having public meetings in our lower level conference room where it is open to the public, especially considering there will be City employees at work during the hours this office will be open.

The City Attorney has reviewed and approved the agreement.

Mayor Lyons presented the first reading of Bill No. 13-73 by title only. It was noted that Bill No. 13-73 has been available for public review. Alderman Schmitt moved to approve the first reading

UNAPPROVED

of Bill No. 13-73 as presented. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 13-73 by title only. Alderman Kahrs moved to approve the second and final reading of Bill No. 13-73. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-73 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Schmitt, Alderman Myler, Alderman Kahrs, Alderman Rucker, Alderman Catcott. "Nays": None. Bill No. 13-73 was passed and approved as Ordinance No. 13.73.

Appointments to the Planning Commission.

Mayor Lyons nominated Jerry Fox, 4902 Wilson Road to serve on the Planning Commission. Mr. Fox will fill the remaining term of Stephen Dow (May 2014), who resigned. The Fox's have lived in Osage Beach for nine years. He graduated from the University of Missouri with a degree in accounting and he worked for IBM for twenty-five years. Mr. Fox later served as the IBM Customer Representative for some of their larger accounts. He is an active member of the Osage Beach Elks.

Mayor Lyons also recommended Jeff Bethurem who lives on Dude Ranch Road to the Planning Commission. Mr. Bethurem works for Golden Rule Insurance Co. He previously owned several insurance companies and built spec homes in Columbia.

Mr. Bethurem is a graduate of the University of Missouri. He would complete the remaining term for Michelle Myler (May 2015) who was recently appointed as an Alderman.

Alderman Catcott moved to confirm the appointments to the Planning Commission as requested by Mayor Lyons. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Request to Reschedule January 2014 Board of Aldermen Meetings.

City Clerk Diann Warner explained that the first Thursday in January is January 2 which is the date the Board would normally meet; however, since this is the day after a holiday, we are requesting the Board meetings be held on January 9 and January 23.

Following discussion about a legislative meeting scheduled for January 9, Alderman Olivarri moved to approve the request to reschedule the January 2, 2014 Board of Aldermen meeting to January 9, 2014 at 5:00 p.m. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Alderman Olivarri moved to amend the motion to reschedule the January 2, 2014 Board of Aldermen meeting to January 9 and to include rescheduling the January 16, 2014 meeting to January 23, 2014. Alderman Kahrs seconded the motion which was voted on and unanimously passed.

Review Draft Letter to Representative Rocky Miller.

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City Attorney Ed Rucker explained that the letter to Representative Miller clarifies some of the issues of the proposed legislation and to explain the City's problem with the act. Alderman Olivarri suggested that the letter be sent to MML and to the municipalities interested in the original legislation. Mr. Rucker will add the letter to the list serve and he will send a copy of the letter to the Missouri Municipal League.

Alderman Myler expressed her concern that the changes would compromise Representative Miller's goal to make broad band service available to all rural areas. Alderman Olivarri did not think it would have any impact on that goal.

City Attorney Rucker said all the City is trying to do is to maintain the status quo in the City limits to regulate cell towers.

Alderman Olivarri moved to proceed with sending the letter to Representative Miller with copies to all interested municipalities and to MML. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Communication from Board Members.

Alderman Schmitt. Ron Schmitt read an article about jobs in America.

Alderman Myler. Michelle Myler asked about the leaf pickup. Assistant City Administrator Woods said it had been suspended temporarily due to the rain.

Alderman Catcott. Fred Catcott reported that for those businesses that have opted to allow no smoking, he asked that if the business decides to allow smoking in an outside area, they not be required to pay for amending their liquor license to add the outside area.

Alderman Olivarri. John Olivarri expressed his appreciation for the opportunity of attending the Camdenton Chamber of Commerce Annual Dinner.

Staff Communications.

Police Chief.

Todd Davis reported that he and a group went to York, PA to make a presentation for the Canadian-American games however the City came in second behind Hampton Roads, VA who came in first.

City Treasurer. Karri Bell wished everyone a safe and Happy Thanksgiving.

There being no further business to come before the Board, the meeting adjourned at 7:00 p.m.

UNAPPROVED

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on November 21, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
December 5, 2013**

Bills Paid Prior to Board Meeting	97,058.50
Payroll Paid Prior to Board Meeting	117,416.46
SRF Transfer Prior to Board Meeting	226,440.83
TIF Transfer Prewitt's Pt	121,639.85
TIF Transfer Dierbergs	19,189.24
Bills Pending Board Approval	287,295.77
Total Expenses	<u>869,040.65</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	3,818.76	
			INTERNAL REVENUE SERVICE	Fed WH	11,979.94
		ICMA	FICA	7,219.57	
			Medicare	1,688.43	
			Retirment 457 &	751.96	
			Retirement 457	781.99	
			Loan Repayments	1,056.06	
			Loan Repayments	910.05	
			401 Loan Payment	285.38	
			401 Loan Payment	382.74	
			Loan Repayments	362.79	
			Loan Repayments	373.22	
			Loan Repayments	242.25	
			Loan Repayments	372.42	
			Retirment Roth IRA %	55.35	
			Retirement Roth IRA	240.00	
			JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>1,464.42</u>	
			TOTAL:	32,010.33	
			Mayor & Board	General Fund	INTERNAL REVENUE SERVICE
Medicare	50.45				
ICMA	Retirement 401	211.00			
	BANKCARD CENTER 5569	MML LODGING			123.01
FLOWERS - ASANTE FAMILY	<u>50.00</u>				
TOTAL:	650.17				
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20	
			Medicare	<u>1.45</u>	
			TOTAL:	7.65	
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	425.79	
			Medicare	99.58	
		ICMA	Retirement 401	424.79	
			BANKCARD CENTER 5569	MML LODGING	61.99
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>147.84</u>	
		TOTAL:	1,159.99		
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	345.88	
			Medicare	80.88	
		ICMA	Retirement 401	304.18	
			BANKCARD CENTER 5569	LODGING - URLICKS	177.58
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>225.00</u>	
TOTAL:	1,133.52				
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	474.90	
			Medicare	111.07	
		ICMA	Retirement 401	469.48	
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>225.00</u>
TOTAL:	1,280.45				
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.23	
			Medicare	22.27	
		ICMA	Retirement 401	<u>92.76</u>	
TOTAL:	210.26				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	289.95			
			Medicare	67.81			
			ICMA	Retirement 401	283.81		
			BANKCARD CENTER 5569	PATIENT PROTCT, AFFRDBL CA	125.00		
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00		
			TOTAL:	841.57			
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	318.71			
			Medicare	74.53			
			ICMA	Retirement 401	319.55		
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00		
			TOTAL:	937.79			
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL	3,603.67			
			TOTAL:	3,603.67			
Parks	General Fund	AMEREN MISSOURI	LOWER DIAMOND LIGHTS	10.37			
			CITY PARK #2 DISPLAY C	9.79			
			FISH HATCGHERY RD SOCCER F	19.54			
			CITY PARK #2 DISPLAY D	9.79			
			FISH HATCHERY RD BALL FIEL	19.54			
			CITY PARK #2 DISPLAY B	9.79			
			BALL DIAMONDS CONS STAND	18.80			
			CITY PARK #2 DISPLAY A	9.79			
			HWY 42 BALL PARK LIGHTS	12.44			
			INTERNAL REVENUE SERVICE	FICA	252.47		
				Medicare	59.04		
			ICMA	Retirement 401	228.18		
			BANKCARD CENTER 5569	PROPANE	30.00		
				8X10 PHOTO, PHOTO PAPER	9.00		
				FLAT REFLECTIVE, LEX WOOD	8.00		
			JP MORGAN CHASE BANK	HSA Contribution	37.50		
				HSA Family/Dep. Contributi	150.00		
				TOTAL:	894.04		
			Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	121.95
						Medicare	28.52
ICMA	Retirement 401	121.46					
JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00					
TOTAL:	346.93						
Overhead	General Fund	AT & T/CITY HALL	CITY HALL	2,141.96			
			TOTAL:	2,141.96			
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,982.60			
			Medicare	697.53			
			ICMA	Retirement 401	2,907.75		
			LAW ENFORCEMENT COORDINATING COMMITTEE	STEVE EIDSON	15.00		
				ANGIE LUTTRELL	15.00		
				JOEL SHELTON	15.00		
			BANKCARD CENTER 5569	CANDY	10.48		
			BANKCARD CENTER 0833	FLOWERS - ASANTE FAMILY	50.00		
				SAFE KIDS WORLDWIDE	50.00		
				PVC, COMPR, TOOLCHESTS	559.98		
				MEALS - S FORD	85.07		
				HOTEL - S FORD	309.61		

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEAL	9.17
			ULRATBOARD, BLACK FRAMES	135.00
		JP MORGAN CHASE BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>1,275.00</u>
			TOTAL:	9,267.19
911 Center	General Fund	AT & T/CITY HALL	SERV 10/23-11/22/13	1,288.17
		MSHP CJ TECH FUND	3RD QTR MULES	1,740.00
		INTERNAL REVENUE SERVICE	FICA	752.22
			Medicare	175.91
		ICMA	Retirement 401	763.47
		BANKCARD CENTER 0833	NENA	137.00
			HP LASERJET	161.50
		JP MORGAN CHASE BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	5,430.77
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	265.57
			Medicare	62.11
		ICMA	Retirement 401	260.87
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	701.05
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	367.87
			Medicare	86.05
		ICMA	Retirement 401	361.60
		SCHUMAN, LEE	BOOT REIMB	76.09
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,079.11
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	304.52
			Medicare	71.22
		ICMA	Retirement 401	295.69
		JP MORGAN CHASE BANK	HSA Contribution	<u>37.50</u>
			TOTAL:	708.93
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	365.31
		INTERNAL REVENUE SERVICE	Fed WH	1,090.83
			FICA	674.28
			Medicare	157.69
		ICMA	Retirement 457	85.30
			Loan Repayments	60.91
			401 Loan Payment	16.89
			401 Loan Payment	0.95
			Loan Repayments	0.95
			Loan Repayments	1.43
			Retirment Roth IRA %	0.54
			Retirement Roth IRA	25.00
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	<u>25.52</u>
			TOTAL:	2,525.60
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTS	3,495.73
			STREET LIGHTS	1,415.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	119.13
			872 PASSOVER RD STREET LIG	60.37
			680 PASSOVER RD LIGHTING C	110.42
			KETTERLIN IN PK FEEDER	145.56
		INTERNAL REVENUE SERVICE	FICA	674.28
			Medicare	157.69
		ICMA	Retirement 401	676.93
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	250.46
			TOTAL:	7,143.11
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,997.48
			State Withholding	232.69
		INTERNAL REVENUE SERVICE	Fed WH	743.40
			FICA	503.95
			Medicare	117.86
		ICMA	Retirement 457	97.80
			Loan Repayments	47.67
			401 Loan Payment	41.05
			401 Loan Payment	0.97
			Loan Repayments	69.03
			Loan Repayments	1.45
			Retirment Roth IRA %	0.55
			Retirement Roth IRA	12.50
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	40.53
			TOTAL:	4,906.93
Water	Water Fund	AMEREN MISSOURI	COLUMBIA COLLEGE WELL	1,301.05
		AMEREN MISSOURI	PARKVIEW WELL	363.92
			BLUFF RD WATER TOWER	784.80
			COLLEGE WELL BEHIND CHURCH	1,552.26
			KETTERLIN IN PK FEEDER	145.56
		RICHARDS, RON	MILEAGE REIMB 11/6-11/12/1	115.26
			MILEAGE REIMB 11/13-11/19/	69.15
		INTERNAL REVENUE SERVICE	FICA	503.96
			Medicare	117.86
		ICMA	Retirement 401	505.97
		DOLLISON, JOE	MILEAGE REIMB 11/13-11/21/	33.90
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	286.95
		ONE TIME VENDOR LI'L RIZZOS	WATER LINE REPAIR	1,259.00
			TOTAL:	7,077.14
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	240.24
		INTERNAL REVENUE SERVICE	Fed WH	822.00
			FICA	559.09
			Medicare	130.75
		ICMA	Retirement 457	118.10
			Loan Repayments	13.68
			Loan Repayments	57.41
			401 Loan Payment	74.38
			401 Loan Payment	67.48
			Loan Repayments	13.54
			Loan Repayments	1.45
			Retirment Roth IRA %	0.55
			Retirement Roth IRA	12.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JP MORGAN CHASE BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	0.53
			TOTAL:	2,129.20
Sewer	Sewer Fund	AMEREN MISSOURI	701 PA HE TSI	9.79
			KETTERLIN IN PK FEEDER	145.57
		INTERNAL REVENUE SERVICE	FICA	559.08
			Medicare	130.76
		ICMA	Retirement 401	560.97
		EARP, NATHAN	MILEAGE REIMB 11/6-11/12/1	198.88
		STARK, CHAD	MILEAGE REIMB 11/13-11/19/	57.63
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	289.75
		NEIMAN, ROB	MILEAGE REIMB 10/30-11/5/1	12.88
			TOTAL:	2,002.81
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	352.00
		INTERNAL REVENUE SERVICE	Fed WH	1,004.74
			FICA	733.86
			Medicare	171.62
		ICMA	Loan Repayments	62.73
		ALL-CAL COLLECTIONS SERVICES INC	AMBULANCE COLLECTION FEES	260.62
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	62.50
			TOTAL:	2,648.07
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	733.86
			Medicare	171.62
		ICMA	Retirement 401	591.21
		BANKCARD CENTER 0833	AMB UNIFORMS	509.82
			UNIFORMS	64.47
			UNIFORM ALTERATIONS	39.55
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	375.00
			TOTAL:	2,485.53
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	949.44
			State Withholding	75.60
		INTERNAL REVENUE SERVICE	Fed WH	271.47
			FICA	230.03
			Medicare	53.80
		ICMA	Retirment 457 &	122.71
			TOTAL:	1,703.05
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL	9.95
			KAISER TERMINAL BLDG	345.78
			LCF NEW AIRPORT HANGAR	93.27
		INTERNAL REVENUE SERVICE	FICA	230.03
			Medicare	53.80
		ICMA	Retirement 401	230.23
		JP MORGAN CHASE BANK	HSA Contribution	60.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,173.06
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	2.12
			State Withholding	46.40
		INTERNAL REVENUE SERVICE	Fed WH	160.63
			FICA	136.75

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Medicare	31.99
			Retirement 457 &	81.81
			TOTAL:	459.70
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	136.75
		ICMA	Medicare	31.99
		JP MORGAN CHASE BANK	Retirement 401	140.18
			HSA Contribution	15.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	398.92

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

10	General Fund	62,405.38
20	Transportation	9,668.71
30	Water Fund	11,984.07
35	Sewer Fund	4,132.01
40	Ambulance Fund	5,133.60
45	Lee C. Fine Airport Fund	2,876.11
47	Grand Glaize Airport Fund	858.62

	GRAND TOTAL:	97,058.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
Mayor & Board	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	200.00			
			TOTAL:	200.00			
City Clerk	General Fund	STAPLES ADVANTAGE	TONER, TAPE FLAGS	49.42			
			TOTAL:	49.42			
City Attorney	General Fund	WEST STAPLES ADVANTAGE	INFORMATION CHARGES	237.64			
			FILE BXS, LEGAL PDS, BATTE	49.98			
			TOTAL:	287.62			
Building Inspection	General Fund	FLEET ONE LAKE EMBROIDERY BY DESIGN	BLDG DEPT FUEL	45.35			
			WORK SHIRTS	153.00			
			TOTAL:	198.35			
Building Maintenance	General Fund	RP LUMBER INC TALLMAN COMPANY CONSOLIDATED ELECTRICAL DISTR, INC PRAIRIEFIRE COFFEE & ROASTERS FOUR SEASONS PLUMBING, LLC MO DEPT OF PUBLIC SAFETY EZARD'S STAPLES ADVANTAGE	SAND	3.99			
			URINAL, VB REPAIR KITQ	17.86			
			T8 ELTRN BLSTS	41.14			
			COFFEE, HOT COCO, TEA	140.70			
			FLUSHMATE CARTRIDGE	106.03			
			CERTIFICATE FEE	25.00			
			PICTURE HANGER	7.99			
			ELECTRICAL SUPPLIES	19.98			
			PLATES, CUPS, LINER, ANTIB	146.32			
			SPOONS, CUPS FORKS, URINAL	94.66			
			TOTAL:	603.67			
			Parks	General Fund	WALMART COMMUNITY/GECRB MEEKS BUILDING CENTER FLEET ONE O'REILLY AUTOMOTIVE STORES INC HIGH BROTHERS LUMBER CO DANIEL W BUSCHHORN DBA MISSOURI EAGLE LLC TURFMARK SERVICES LLC	REFUND	60.46
						LICENSE, FILLET KNIFE & BO	57.92
						3-WAY BULBS	4.78
						PARKS FUEL	184.71
PARKS FUEL	47.17						
9V BATTERIES	8.99						
STABILZR, ADDITIVE	16.98						
AIR COMP FITTING	5.55						
CITY PARK WINTERIZED	238.00						
PEANICK PARK WINTERIZED	172.00						
1/2 BBL BUD LIGHT	94.00						
SEEDING & FERTLIZING PARKS	3,670.00						
TOTAL:	4,439.64						
Human Resources	General Fund	WALMART COMMUNITY/GECRB				PEDOMETERS	37.88
						SYNC WALK	75.08
			SAFETY BREAKFAST	278.70			
			PEDOMETERS	37.88			
TOTAL:	353.78						
Overhead	General Fund	STAPLES ADVANTAGE	COPY PAPER	83.70			
			TOTAL:	83.70			
Police	General Fund	PURCELL TIRE CO WALMART COMMUNITY/GECRB FLEET ONE	12 TIRES	1,496.40			
			THERMOMETERS, BROOM W/DP	30.39			
			ALCOHL, BRSH, SWABS, CELL	17.03			
			PUBLIC SAFETY FUEL	985.25			
			PUBLIC SAFETY CAR WASH	20.00			
			PUBLIC SAFETY FUEL	1,016.00			
			PUBLIC SAFETY CAR WASH	24.00			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAMDEN COUNTY SHERIFF'S OFFICE	BOARDING 2013-2307	360.00
		PETCO	DOG FOOD	39.99
		HEDRICK MOTIV WERKS LLC	OIL CHG, MOUNT & BAL #21	93.50
			WNSHLD WSHR RESRVR #17	89.95
			OIL CHIEF UNIT	32.50
			OIL CHG #21	32.50
			OIL CHG #20	65.00
			FOG LAMP ASSEMBLY #32	69.13
			OIL CHG #30	65.00
			RADIATOR FAN, MOUNT & BAL	314.99
		ELLIS BATTERY SPECIALISTS LLC	BATTERY	26.00
		STAPLES ADVANTAGE	3VOLT LITHIUM BATTERIES, S	129.26
			CLNING SUPP, BATT, LET POU	124.91
			TOTAL:	5,031.80
911 Center	General Fund	WIRELESS USA INC	REPAIRS	2,935.61
			CARRY CASES	255.50
			DEC CONTRACT	225.00
			TOTAL:	3,416.11
Planning	General Fund	FLEET ONE	PLANNING FUEL	81.39
			TOTAL:	81.39
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	55.82
			TOTAL:	55.82
Economic Development	General Fund	RP LUMBER INC	INSTALLING HANGERS FOR LIG	121.49
			9X2-1/2 5LB STAR CERAMIC D	27.99
		O'REILLY AUTOMOTIVE STORES INC	BOLTS	25.29
		CONSOLIDATED ELECTRICAL DISTR, INC	HOLIDAY LIGHTING	134.47
		GILMORE & BELL PC	DIERBERGS TIF REDEVELOPMEN	1,696.25
		EZARD'S	ELECTRICAL SUPPLIES	5.88
			EXT CRD, NYLON TWINE, STAK	35.87
			CABLE TIES	14.99
			HEX KEY SET, EXTN CORDS	38.96
			SPLIT BOLTS	19.97
			STAKES	3.16
			RETURN SPLIT BOLTS	13.98
			VENETIAN CORD	5.49
			HARDWARE, SNAP 2ENDBOLTS	57.25
			EXTN CRDS, WHT LITH, U-POS	77.41
			TOTAL:	2,250.49
Transportation	Transportation	PURCELL TIRE CO	TIRES 59	425.18
			TIRES 61	850.36
		FLEET ONE	TRANS FUEL	435.85
			TRANS FUEL	477.83
		DIRECTOR OF REVENUE-CREDIT STATE ROAD	INTERSECTION RT 54 & KEY L	99,318.00
		O'REILLY AUTOMOTIVE STORES INC	STRT FD	9.57
			BATTERY	85.54
			TERMINAL, TERM PROTECT	4.91
			RESPIRATOR	13.86
			WPR FLD, RCKR SWTCHS, TERM	55.21
			LUBRICANT	26.76
			GLASS CLNR, MOTOR OIL	63.57
		OFFICE BUSINESS EQUIPMENT	PHOTOCONDUCTOR UNIT	120.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MULTIFUNCTIONAL MACH MAINT	31.50
		LAKE SUN LEADER 81525 & 1586450	TRAFFIC SIGNAL BID	227.25
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #59	41.95
		UNIFIRST CORPORATION	UNIFORMS	33.02
			UNIFORMS	8.74
		SHAFFER, KLINE & WARREN INC	SERV 06/23-09/21/13	12,109.68
			SERV 09/22-10/26/13	7,684.81
		EZARD'S	FOAM TAPE	6.99
			HARDWARE, SNAP 2ENDBOLTS	26.86
			SERVIT SPLTBOLTS, CONNECT	19.97
			ECHO POWER EQUIP	6.07
			DRL BIT, FASTENERS, HND TL	18.23
			RETURN DRILL BIT, FASTENER	7.46-
			ECHO POWER EQUIP	6.57
			HARDWARE	1.98
			FASTENERS	7.32
		STAPLES ADVANTAGE	MOP HOLDER RACK	33.33
			STAPLS, LINERS, DST MOP, S	32.73
			SHEET PROT	14.00
		ARMSTRONG HEATING & COOLING	BATH EXHAUST	194.57
			TOTAL:	122,385.24
Water	Water Fund	PURCELL TIRE CO	TIRES, ALIGNMENT	465.23
		ELECTRONICS UNLIMITED	SMA/M ADAPTER	41.12
		RIBACK SUPPLY CO	PRS REGULATOR	352.85
		EZARD'S	HARDWARE	8.90
		FLEET ONE	WATER FUEL	236.73
			WATER FUEL	240.28
		GOEHRI, GEORGE	DEC PREMIUM	79.68
		OFFICE BUSINESS EQUIPMENT	PHOTOCONDUCTOR UNIT	120.49
			MULTIFUNCTIONAL MACH MAINT	31.50
		HD SUPPLY WATERWORKS LTD	PVC PIPE, REGULAR ACC SETS	535.84
			INSERTS, MTR FLNG, PVC CPL	590.56
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, MOTOR MNTS, AC BL	584.61
		APAC MO INC	1" CLEAN	429.46
			1" CLEAN	430.09
		UNIFIRST CORPORATION	UNIFORMS	24.43
			UNIFORMS	8.74
		CORROSION TECHNOLOGIES INC	MAINTENANCE PLANS	345.00
		BLUE SPRINGS WINWATER COMPANY	TANDEM SETTERS	1,880.00
			HINGED SADDLES, BRASS SADD	446.30
		STAPLES ADVANTAGE	STAPLS, LINERS, DST MOP, S	32.73
		ARMSTRONG HEATING & COOLING	BATH EXHAUST	194.57
		ENGINEERED SYSTEMS INC	BRAIDED HOSES	113.60
			TOTAL:	7,192.71
Sewer	Sewer Fund	EZARD'S	FSTNRS, DRILL BIT, TAP CAR	25.86
			UTILITY HEATER	36.99
		FLEET ONE	SEWER FUEL	296.82
			SEWER FUEL	159.00
		SIEMENS WATER TECHNOLOGIES LLC	ODOR CONTROL	1,750.00
		MUNICIPAL EQUIPMENT CO	START RELAYS	581.60
			PROFILE GASKETS	1,355.10
			ABS DUP CTRL PANELS W/OBS	31,402.02
			SN# 0018540, 0018541, 0018	19,001.00
		O'REILLY AUTOMOTIVE STORES INC	MINI BULB	5.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE BUSINESS EQUIPMENT	PHOTOCONDUCTOR UNIT	120.49
			MULTIFUNCTIONAL MACH MAINT	31.50
		LAKE SUN LEADER 81525 & 1586450	SUNSET DR SIDEWALK BID	236.25
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	35,771.89
			TREATMENT PLANT EXPANSION	1,911.00
		BUTLER SUPPLY CO	SWIVEL CLAMP METER	124.87
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG 72	38.95
		CARD SERVICES 4091	ROB'S COVERALLS	74.99
		UNIFIRST CORPORATION	UNIFORMS	57.98
			UNIFORMS	27.98
			UNIFORMS	8.74
		STAPLES ADVANTAGE	STAPLS, LINERS, DST MOP, S	32.73
		MARTIN MACHINERY LLC	SANDS PUMP STATION REPAIR	446.07
		ARMSTRONG HEATING & COOLING	BATH EXHAUST	194.58
			TOTAL:	93,691.72
Ambulance	Ambulance Fund	WALMART COMMUNITY/GEGRB	OIL-DRI	8.44
		FLEET ONE	AMB FUEL	77.30
		LAKE EMBROIDERY BY DESIGN	UNIFORM HATS & HEADBANDS	287.28
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	33.85
			MEDICAL SUPPLIES	17.16
			MEDICAL SUPPLIES	1,153.19
			MEDICAL SUPPLIES	690.71
			MEDICAL SUPPLIES	47.02
			MEDICAL SUPPLIES	23.51
			MEDICAL SUPPLIES	109.00
		GRD MOTORS	BLOCK HEATER	219.69
		CENTRELEARN SOLUTIONS LLC	ACCESS	511.98
		STAPLES ADVANTAGE	CLEANING SUPPLIES	19.74
			TOTAL:	3,198.87
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	80.35
			LCF FUEL	53.19
		NAEGLER OIL CO	JET A FUEL	15,497.64
		MCCONNELL'S OF SAINT LOUIS INC	LCF RUNWAY REPAIR	23,072.87
		J & M AIRCRAFT SUPPLY INC	45 WAT BULBS	221.12
			TOTAL:	38,925.17
Grand Glaize Airport	Grand Glaize Airpo	CROWN POWER & EQUIPMENT	TRACTOR FUEL INJECTORS	469.42
		CAMDEN COUNTY COLLECTOR OF REVENUE, VI	REAL ESTATE TAX	4,270.29
		J & M AIRCRAFT SUPPLY INC	45 WAT BULBS	110.56
			TOTAL:	4,850.27

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT_

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

10	General Fund	17,051.79
20	Transportation	122,385.24
30	Water Fund	7,192.71
35	Sewer Fund	93,691.72
40	Ambulance Fund	3,198.87
45	Lee C. Fine Airport Fund	38,925.17
47	Grand Glaize Airport Fund	4,850.27

	GRAND TOTAL:	287,295.77

TOTAL PAGES: 5

Submission Date: November 18, 2013
Submitted By: Public Works Director
Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-74 - To approve installation of one street light on Bradford Drive next to the residence at 844 Bradford Drive.

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

Residents of Bradford Drive, visitors, city staff

Why is Board Action Required?

Board action is required to adopt ordinances. Installation of streetlights is approved by the Board pursuant to §510.200 of the Osage Beach Municipal Code.

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

Request first and second readings of Bill 13-74.

Are there any deadlines associated with this action?

The residents of Bradford Drive have submitted a Petition to Install Street Light.

Budget Line / Source of Funds

20-00-773110 Street Lights this is funded in the amount of \$20,000

Comments and Recommendation of Department:

The appropriate documents have been submitted. The residents wish to have a street light installed on an existing pole next to the residence at 844 Bradford Drive. We have talked with AmerenUE about this. The pole is a terminal pole and cannot have a street light without additional resources added to it. AmerenUE came up with the idea to install a

fiberglass light pole similar to all of the other street lights within the subdivision. I talked with the petitioners, and they have agreed that a fiberglass pole is the way to go.

The proposed street light meets the requirements of the Osage Beach Design Guidelines due to the fact that there is an existing curve in the road that has a radius less than 150 feet.

The street light will cost \$1,279.10. This new pole will be about 3 to 4 feet from the curb. This light will be maintained by AmerenUE. The total cost per month for light service and maintenance is \$21.85.

The Public Works Department recommends installing a street light in this area. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

BILL NO. 13-74

ORDINANCE NO. 13.74

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE INSTALLATION OF ONE STREET LIGHT TO BE LOCATED ON BRADFORD DRIVE NEXT TO 844 BRADFORD DRIVE AND ACCEPTANCE INTO THE CITY INVENTORY OF STREETLIGHTS.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, do hereby find and declare that a petition was filed with the City of Osage Beach by certain property owners of Bradford Drive asking for the installation of one street light to be located on Bradford Drive next to 844 Bradford Drive and acceptance into the City inventory of streetlights.

Section 2. That the Board of Aldermen find that the acceptance into city inventory of this streetlight is authorized pursuant to Title V Chapter 510 Article III of the Osage Beach Municipal code.

Section 3. That the Board of Aldermen finds that the Public Works Director has approved the installation of a street light and acceptance into City inventory and the same is hereby accepted.

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.74 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ 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.13-74
Page 2

Ordinance No. 13.74

I hereby approve Ordinance No. 13.74.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: November 22, 2012

Submitted By: City Administrator

Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-75. 2014 Annual Budget.

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

City of Osage Beach, and all persons who receive City services.

Why is Board Action Required?

Ordinances require action by Board of Aldermen.

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

Motion to approve first reading of Bill No. 13-.

Are there any deadlines associated with this action?

Fiscal year begins January 1, 2014.

City Administrator Comments and Recommendation:

Bill 13-75 reflects the budget as authorized by the Board during their review of the budget at the work sessions. Request motion to approve first reading.

BILL NO 13-75

ORDINANCE NO. 13.75

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014, 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, 2014 and ending December 31, 2014, 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	\$ 7,578,411
Capital Improvement Fund	\$ 2,403,500
Transportation Fund	\$ 4,896,934
TIF-Prewitt's	\$ 2,329,355
TIF-Dierbergs	\$ 619,000
Combined Water & Sewer Fund	\$ 8,649,618
Ambulance Fund	\$ 536,408
Lee C. Fine Airport Fund	\$ 1,699,826
Grand Glaize Airport Fund	\$ 734,177
TOTAL AMOUNT BUDGETED	\$29,447,229

Section 3. The City Administrator is hereby authorized to effect transfers of amounts less than Five Thousand Dollars (\$5,000) between line items, within departments, within the same fund.

Section 4. This Ordinance shall be in full force and effect January 1, 2014.

READ FIRST TIME: _____; READ SECOND TIME _____;

I hereby certify that Ordinance No. 13.75 was duly passed on _____, 2013 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

Bill No. 13-75
Page 2

Ordinance No. 13.75

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 13.75 .

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: November 21, 2013
Submitted By: Public Works Director
Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-76 - To approve acceptance of seven (7) existing street lights within the Parkwood Village.

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

Residents of Parkwood Village, visitors, city staff

Why is Board Action Required?

Board action is required to adopt ordinances. Installation of streetlight is approved by the Board pursuant to §510.200 of the Osage Beach Municipal Code.

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

Request first and second readings of Bill 13-76.

Are there any deadlines associated with this action?

The owner of Parkwood Village has submitted a Petition to Accept Existing Street Lights.

Budget Line / Source of Funds

20-00-762210 Electric Service St Light

Comments and Recommendation of Department:

The appropriate documents have been submitted. The owner wishes to have seven (7) existing street lights accepted into City inventory. These street lights are on the portion of Parkwood Circle which was recently taken into City inventory.

The existing street lights meet the requirements of the Osage Beach Design Guidelines. These lights will be maintained by AmerenUE. The costs for these lights are \$17.04 per light.

The Public Works Department recommends placing the seven (7) existing street lights within the Parkwood Village subdivision into the City's inventory. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

BILL NO. 13-76

ORDINANCE NO. 13.76

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING SEVEN EXISTING STREETLIGHTS WITHIN PARKWOOD VILLAGE INTO THE CITY INVENTORY OF STREETLIGHTS.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, do hereby find and declare that a petition was filed with the City of Osage Beach by certain property owners of Parkwood Village asking for the City to accept seven existing streetlights within Parkwood Village into the City inventory of streetlights.

Section 2. That the Board of Aldermen find that the acceptance into city inventory of these streetlights is authorized pursuant to Title V Chapter 510 Article III of the Osage Beach Municipal code.

Section 3. That the Board of Aldermen find that the Public Works Director has approved the acceptance of seven streetlights and acceptance into City inventory and the same is hereby accepted.

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.76 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.76.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: November 26, 2013
Submitted By: Public Works Director
Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-77 - Right of Way Vacation on Jeffries Road.

Peter W. & Debbie Ickes and Lakeland Properties, request Street Vacation for a portion of Jeffries Road.

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

The applicants, Peter W. & Debbie Ickes and Lakeland Properties, own the land adjacent to the requested vacation property.

Why is Board Action Required?

State Statute 88.673 requires Board of Aldermen approval on the Vacation of Public Right of Way.

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

Motion to approve first reading of Bill 13-77, approving the Right of Way Vacation for the subject portion of Jeffries Road as requested by the Peter W. & Debbie Ickes and Lakeland Properties.

Are there any deadlines associated with this action?

None

Budget Line / Source of Funds

Transportation/Engineering 20-00-773100

Comments and Recommendation of Department:

This right of way is no longer needed since MoDOT has finished with the construction of the Route 54 Expressway Project. This could be the first of many vacation requests. When the Route 54 Expressway Project was completed, there were multiple roadways that were cut in half. Some of these roadways no longer have a need to be a City Street.

The property owners adjacent to the roadway petitioned the City for this land to be vacated. In this case, MoDOT is the owner of the land to the east. MoDOT has sent us a letter requesting that their portion be transferred to the opposite side of the roadway. The deeds are written that Mr. and Mrs. Ickes and Lakeland Properties get the entire roadway adjacent to them instead of just the portion that is from the centerline of the roadway over to their property line.

There is some remaining land of the old Jeffries Road. MoDOT owns on both sides of this portion. It is shown as A on the attached map. This will be vacated after MoDOT vacates their portion.

This vacation will vacate approximately 0.18 acres of currently unused right of way. Currently the City is responsible for mowing and maintaining this property. Once vacated, we will no longer have any responsibilities with property ownership.

The Public Works Department recommends approval of this vacation.

Planning Commission Recommendation

The Planning Commission recommends approval of the vacation request.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director and the Planning Commission. Request first reading of Bill 13-77.

BILL NO. 13-77

ORDINANCE NO. 13.77

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, VACATING A PORTION OF JEFFRIES ROAD AS DESCRIBED IN SECTION 1.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, do hereby find and declare that a petition was filed with the City Planner of the City of Osage Beach from Peter W. and Debbie Ickes and Lakeland Properties, requesting that the portions of road described as follows be vacated to them:

A) To Peter and Debbie Ickes:

All that part of JEFFRIES ROAD, a 40.0 ft. right-of-way in the northwest quarter of the southeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, lying north of U.S. Highway No. 54 and south of new Missouri Route 54, more particularly described as follows: Beginning at the southeasterly corner of Lot 1, "LAKEVIEW SUBDIVISION", a subdivision of Camden County, Missouri, adjacent to the westerly line of Jeffries Road, and the northerly line of U.S. Highway No. 54, the N58°03'E, 21.08 ft., to the centerline of Jeffries Road to the true point of beginning, thence northerly along said centerline the following courses: thence N50°23'45"W, 48.28 ft., to the westerly right-of-way of relocated Jeffries Road and the true point of beginning; thence continuing along said centerline N50°23'45"W, 156.32 ft. and the end.

And,

B) To Lakeland Properties:

All that part of JEFFRIES ROAD, a 40.0 ft. right-of-way in the northwest quarter of the southeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, lying north of U.S. Highway No. 54 and south of the new Missouri Route 54, more particularly described as follows: Beginning at the southeasterly corner of Lot 1, "LAKEVIEW SUBDIVISION", a subdivision of Camden County, Missouri, adjacent to the westerly line of Jeffries Road, and the northerly line of U.S. Highway No. 54, the N58°03'E, 21.08 ft., to the centerline the following courses: thence N50°23'45"W, 156.32 ft., to the true point of beginning; thence leaving said centerline S39°36'15"W, 20.0 ft. to the westerly right-of-way of said Jeffries Road; thence N50°23'45"W, along said westerly right-of-way 58.22 ft., to the northeasterly corner of Lot 2, "LAKEVIEW SUBDIVISION", a subdivision of Camden County, Missouri; thence leaving said westerly right-of-way N68°02'40"E, 45.49 ft., to the continuing along said centerline N50°23'45"W, 156.32 ft. and the end.

Section 2. That the Board of Aldermen finds that the City of Osage Beach Planning Commission has fully approved the vacations of Jeffries road as described in section 1 above.

Section 3. That as part of the new Highway 54 Project, Jeffries Road has been relocated and these partial vacations of these unused portions of Jeffries Road will not adversely affect adjacent properties or property owners in the immediate vicinity.

Section 4. That the right-of-way portions described in Section 1 be and the same are hereby vacated to the adjoining landowners as described in Section 1.

Section 5. That the City Clerk of Osage Beach, Missouri, is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and may, if necessary to effect the vacations of the roadway as described in Section 1 above, cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 6. That the Mayor is authorized to execute on behalf of the City the attached Quit Claim deeds, reflecting the vacations in Section 1 above and the City Clerk is authorized to deliver these deeds to the proper respective parties.

Section 7. All ordinances or parts of ordinances in conflict with this ordinance are, only to the extent that they directly conflict with this ordinance, hereby repealed.

Section 8. That this ordinance shall be in full force and effect from and after its date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

I hereby certify that the above Ordinance No. 13.77 was duly passed on _____, 2013 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

Bill No. 13-77
Page 3

Ordinance No. 13.77

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 13.77.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF CAMDEN)

On this _____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared Diann Warner, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Diann Warner acknowledged said Ordinance to be the free act and deed of said municipality.

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

Notary Public

Printed Name: _____

Seal: _____

QUIT-CLAIM DEED

This Indenture, made on the _____ day of _____, 2013 A.D., by and between **THE CITY OF OSAGE BEACH**, 1000 City Parkway, Osage Beach, Missouri 65065, grantor of the County of Camden, State of Missouri party of the first part, and **LAKELAND PROPERTIES, LTD.**, 9385 Riviera Hills Drive, Greenwood Village, Colorado 80111, grantee of the County of Camden, State of Missouri party 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 party 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:

All that part of JEFFRIES ROAD, a 40.0 ft. right-of-way in the northwest quarter of the southeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, lying north of U.S. Highway No. 54 and south of new Missouri Route 54, more particularly described as follows: Beginning at the southeasterly corner of Lot 1, "LAKEVIEW SUBDIVISION", a subdivision of Camden County, Missouri, adjacent to the westerly line of Jeffries Road, and the northerly line of U.S. Highway No. 54, the N58°03'E, 21.08 ft., to the centerline of Jeffries Road; thence northerly along said centerline the following courses: thence N 50°23'45"W, 156.32 ft., to the true point of beginning; thence leaving said centerline S39°36'15"W, 20.0 ft. to the westerly right-of-way of said Jeffries Road; thence N50°23'45"W, along said westerly right-of-way 58.22 ft., to the northeasterly corner of Lot 2, "LAKEVIEW SUBDIVISION", a subdivision of Camden County, Missouri; thence leaving said westerly right-of-way N68°02'40"E, 45.49 ft., to the continuing along said centerline N50°23'45"W, 156.32 ft. and the end.

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

premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

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

Signed and executed this _____ day of _____, 2013.

Penny Lyons, Mayor
City of Osage Beach

STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

Before me, the undersigned authority, on this day personally appeared Penny Lyons, Mayor of the City of Osage Beach, personally, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for her uses, purposes and considerations therein expressed as her free and voluntary act and deed.

Given under my hand and seal of office this _____ day of _____, 2013.

Notary Public

My commission expires: _____

QUIT-CLAIM DEED

This Indenture, made on the _____ day of _____, 2013 A.D., by and between **THE CITY OF OSAGE BEACH**, 1000 City Parkway, Osage Beach, Missouri 65065, grantor of the County of Camden, State of Missouri party of the first part, and **PETER W. ICKES AND DEBBIE S. ICKES, husband and wife**, P.O. Box 310, Osage Beach, Missouri 65065, grantee of the County of Camden, State of Missouri party 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 party 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:

All that part of JEFFRIES ROAD, a 40.0 ft. right-of-way in the northwest quarter of the southeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, lying north of U.S. Highway No. 54 and south of new Missouri Route 54, more particularly described as follows: Beginning at the southeasterly corner of Lot 1, "LAKEVIEW SUBDIVISION", a subdivision of Camden County, Missouri, adjacent to the westerly line of Jeffries Road, and the northerly line of U.S. Highway No. 54, the N58°03'E, 21.08 ft., to the centerline of Jeffries Road to the true point of beginning, thence northerly along said centerline the following courses: thence N50°23'45"W, 48.28 ft., to the westerly right-of-way of relocated Jeffries Road and the true point of beginning; thence continuing along said centerline N50°23'45"W, 156.32 ft. and the end.

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

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

Signed and executed this _____ day of _____, 2013.

Penny Lyons, Mayor
City of Osage Beach

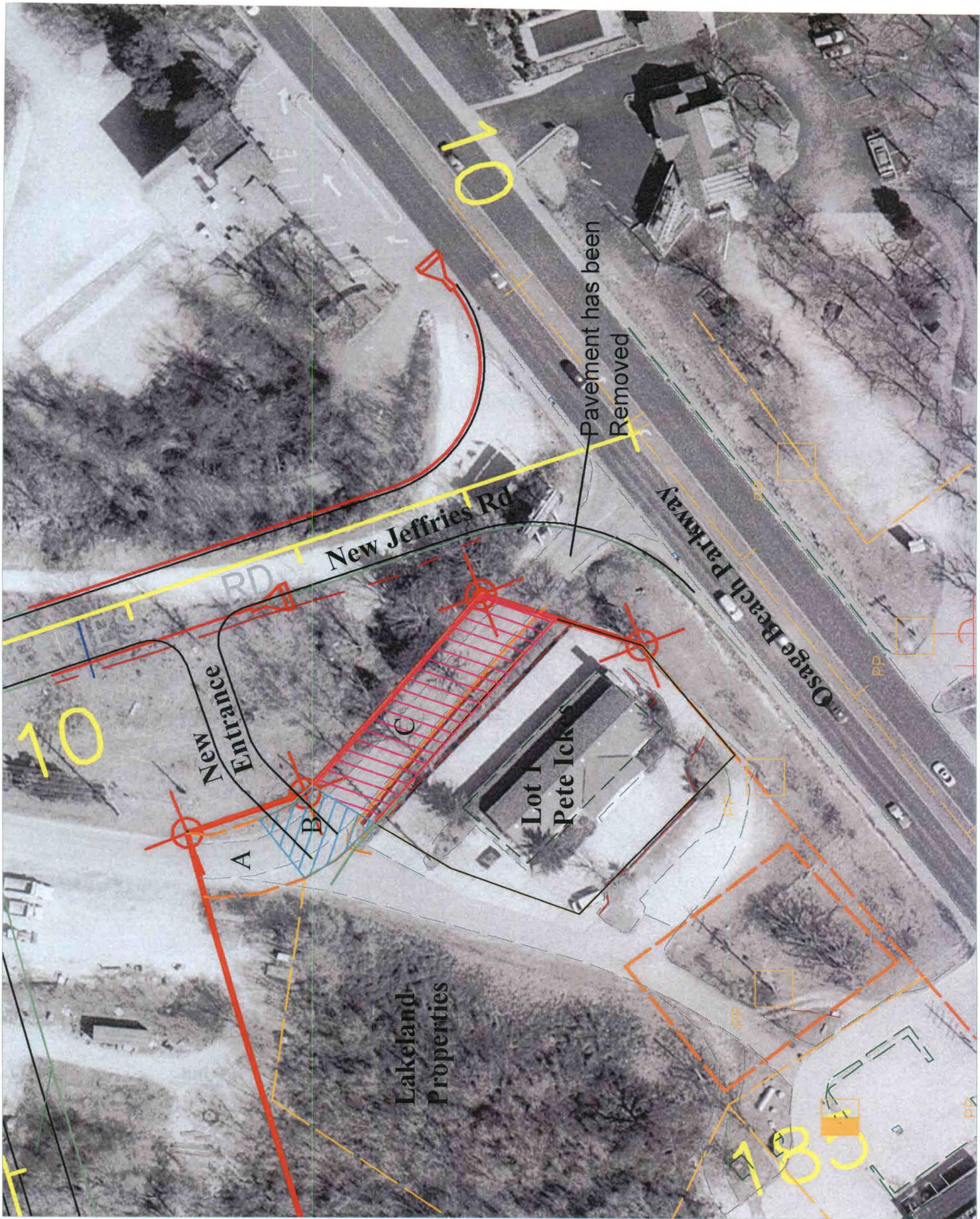
STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

Before me, the undersigned authority, on this day personally appeared Penny Lyons, Mayor of the City of Osage Beach, personally, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for her uses, purposes and considerations therein expressed as her free and voluntary act and deed.

Given under my hand and seal of office this _____ day of _____, 2013.

Notary Public

My commission expires: _____



New Jeffries Rd

Osage Beach Parkway

Lot 1
Pete Ickes

New
Entrance

Pavement has been
Removed

Lakeland
Properties

10

10

185

RD

PP

PP

PP

Submission Date: November 26, 2013
Submitted By: Director of Public Works
Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-78 - To authorize Mayor to enter into agreement for the award of the proposed Construction Contract No. OB13-0006 for the Sunset Drive Sidewalk and Relocation of Grinder Station 22-3 project to J.C. Industries, Inc.

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

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

Why is Board Action Required?

Board approval required for contracts over \$5,000.

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

First and second readings of Bill 13-78.

Are there any deadlines associated with this action?

Grinder Station 22-3 needs to be relocated as soon as possible to help alleviate issues with sewer issues further down Sunset Drive.

Budget Line / Source of Funds

35-00-773114 Lift Station Repairs	2014 Budget Balance:	\$524,334
20-00-773210 Special Road District Projects	2014 Budget Balance:	\$273,727

Comments and Recommendation of Department:

Bids were opened on November 26, 2013. J.C. Industries, Inc. is the apparent low bidder with a bid amount of \$294,700.00. A copy of the Bid Tab is attached. The Public Works Department has worked with J.C. Industries, Inc. in the past with positive results and recommends awarding the Sunset Drive Sidewalk and Relocation of Grinder Station 22-3 project to JC Industries, Inc.

The Osage Beach Special Road District is funding the sidewalk portion of this project. At their last board meeting it was agreed that if the project came in under \$233,988, the Road District was okay with awarding the project. The sidewalk bid came in at \$179,483.50. The grinder station 22-3 relocation is budgeted from sewer funds and came in at \$115,216.50. \$106,000 was budget for this project. There is a \$15,000 force account on the sewer portion of this project. If the force account is not used, the sewer portion will cost \$100,216.50.

This project will relocate grinder station 22-3 further down Sunset Drive in order to allow the smaller pumps further down Sunset Drive to operate more efficiently.

The Public Works Department recommends approval of the ordinance and a first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director. By the time the project is awarded and the contractor provides the necessary bonds and documentation, we will be into the 2014 budget year.

BILL NO. 13-78

ORDINANCE NO. 13.78

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH J. C. INDUSTRIES, INC. FOR THE SUNSET DRIVE SIDEWALK PROJECT AND THE RELOCATION OF GRINDER STATION 22-3

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

Section 1. The Board of Aldermen hereby finds that the Public Works Department recommends that the Board authorize a contract with J. C. Industries, Inc. for the Sunset Drive Sidewalk Project and the Relocation of Grinder Station 22-3 as the lowest and best qualified bidder for that contract.

Section 2. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with J. C. Industries, Inc. for the Sunset Drive Sidewalk Project and the Relocation of Grinder Station 22-3 under the terms set forth in the contract which is attached hereto as Exhibit "A" and in incorporated herein by reference.

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.78 was duly passed on _____.

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.78.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Item No.	Description	Est. Quantit	Unit	Engineer's Estimate		J.C. Industries, Inc. Jefferson City, MO		Stockman Construction Corp. Jefferson City, MO		Hutchins Telecom, LLC Belle, MO		Strait-Line Construction Lake Ozark, MO		Travis Hodge Hauling, LLC Lake Ozark, MO		
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	
Section 1																
1	3 in. Pressure Sewer Pipe	504	LF	\$ 22.00	\$ 11,088.00	\$ 25.00	\$ 12,600.00	\$ 14.25	\$ 7,182.00	\$ 14.00	\$ 7,056.00	\$ 25.60	\$ 12,902.40	\$ 20.00	\$ 10,080.00	
2	8 in. Pressure Sewer Pipe	312	LF	\$ 46.00	\$ 14,352.00	\$ 48.00	\$ 14,976.00	\$ 57.00	\$ 17,916.00	\$ 24.00	\$ 7,488.00	\$ 74.50	\$ 23,244.00	\$ 60.00	\$ 18,720.00	
3	Asphalt Pavement Repair	25	LF	\$ 50.00	\$ 1,250.00	\$ 52.00	\$ 1,300.00	\$ 28.00	\$ 704.00	\$ 135.00	\$ 3,375.00	\$ 48.50	\$ 1,212.50	\$ 65.00	\$ 1,625.00	
4	Concrete Curb & Gutter Repair	6	LF	\$ 24.00	\$ 144.00	\$ 40.00	\$ 240.00	\$ 100.00	\$ 600.00	\$ 600.00	\$ 3,600.00	\$ 24.00	\$ 144.00	\$ 40.00	\$ 240.00	
5	Concrete Sidewalk Repair	2.25	SY	\$ 50.00	\$ 112.50	\$ 68.00	\$ 153.00	\$ 285.00	\$ 641.25	\$ 52.00	\$ 117.00	\$ 70.00	\$ 157.50	\$ 50.00	\$ 112.50	
6	Seed, Fertilize and Mutch (Outside of Sidewalk Project)	30	SY	\$ 4.00	\$ 120.00	\$ 5.00	\$ 150.00	\$ 28.00	\$ 840.00	\$ 840.00	\$ 2,520.00	\$ 4.25	\$ 127.50	\$ 4.00	\$ 120.00	
7	Duplex Grinder Station (Parts Purchased)	1	LS	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	\$ 29,496.00	
8	Duplex Grinder Station (Installation Complete)	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 34,281.50	\$ 34,281.50	\$ 50,000.00	\$ 50,000.00	\$ 41,000.00	\$ 41,000.00	\$ 51,600.00	\$ 51,600.00	\$ 35,000.00	\$ 35,000.00	
9	Electric for Grinder Station	26	LF	\$ 24.00	\$ 624.00	\$ 270.00	\$ 7,020.00	\$ 25.75	\$ 669.50	\$ 228.00	\$ 5,928.00	\$ 24.50	\$ 637.00	\$ 50.00	\$ 1,300.00	
10	Force Account Work	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
Total for Section 1				\$	\$ 105,166.50	\$	\$ 115,216.50	\$	\$ 114,589.75	\$	\$ 111,140.00	\$	\$ 134,520.80	\$	\$ 111,693.50	
Section 2																
11	Relocate Existing Sign	5	EA	\$ 250.00	\$ 1,250.00	\$ 140.00	\$ 700.00	\$ 162.00	\$ 810.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	
12	Relocate Existing Mailbox	23	EA	\$ 165.00	\$ 3,795.00	\$ 100.00	\$ 2,300.00	\$ 100.00	\$ 2,300.00	\$ 115.00	\$ 2,645.00	\$ 76.50	\$ 1,805.50	\$ 200.00	\$ 4,600.00	
13	Relocate Existing Water Meter	1	EA	\$ 200.00	\$ 200.00	\$ 855.00	\$ 855.00	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	
14	Relocate Existing Sewer Valves	2	EA	\$ 200.00	\$ 400.00	\$ 392.00	\$ 784.00	\$ 365.00	\$ 730.00	\$ 590.00	\$ 1,180.00	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	
15	Adjust Water Meter to Grade	5	EA	\$ 300.00	\$ 1,500.00	\$ 243.00	\$ 729.00	\$ 265.00	\$ 1,325.00	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 300.00	\$ 1,500.00	
16	Adjust Sewer Valve to Grade	1	EA	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00	\$ 160.00	\$ 160.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	
17	Subgrade Preparation	3206	SY	\$ 17.25	\$ 55,303.50	\$ 6.00	\$ 19,236.00	\$ 9.00	\$ 28,854.00	\$ 13.00	\$ 41,678.00	\$ 12.25	\$ 39,273.50	\$ 12.00	\$ 38,472.00	
18	2" Brown Landscape Rock w/Fabric	151	SY	\$ 100.00	\$ 15,100.00	\$ 21.00	\$ 3,171.00	\$ 14.50	\$ 2,189.50	\$ 34.00	\$ 5,134.00	\$ 40.00	\$ 6,040.00	\$ 30.00	\$ 4,530.00	
19	1" Clean Rock w/Fabric	11	SY	\$ 100.00	\$ 1,100.00	\$ 21.50	\$ 236.50	\$ 21.25	\$ 233.75	\$ 60.00	\$ 660.00	\$ 40.00	\$ 440.00	\$ 30.00	\$ 330.00	
20	Stone Rip Rap-3 to 6 inches	17	SY	\$ 50.00	\$ 850.00	\$ 44.00	\$ 748.00	\$ 45.50	\$ 773.50	\$ 39.00	\$ 663.00	\$ 45.25	\$ 768.75	\$ 50.00	\$ 850.00	
21	12" Corrugated Metal Pipe	119	LF	\$ 50.00	\$ 5,950.00	\$ 45.00	\$ 5,355.00	\$ 28.25	\$ 3,361.75	\$ 39.00	\$ 4,641.00	\$ 45.25	\$ 5,384.75	\$ 40.00	\$ 4,760.00	
22	Flared End Section	1	EA	\$ 200.00	\$ 200.00	\$ 345.00	\$ 345.00	\$ 220.00	\$ 220.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	
23	Concrete Drop Inlet with Grate	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 2,300.00	\$ 2,300.00	\$ 2,800.00	\$ 2,800.00	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00	
24	Concrete Junction Box with Lid	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,150.00	\$ 4,300.00	\$ 1,200.00	\$ 2,400.00	\$ 1,300.00	\$ 2,600.00	\$ 1,450.00	\$ 2,900.00	\$ 2,500.00	\$ 5,000.00	
25	Slotted Trench Drain	2	EA	\$ 25.00	\$ 50.00	\$ 11.00	\$ 22.00	\$ 10.25	\$ 20.50	\$ 2,993.00	\$ 12.00	\$ 24.00	\$ 12.95	\$ 25.90	\$ 25.90	\$ 51.80
26	Gravel for Driveway Repair	282	SY	\$ 60.00	\$ 16,920.00	\$ 52.00	\$ 14,664.00	\$ 86.00	\$ 24,372.00	\$ 66.00	\$ 18,732.00	\$ 50.00	\$ 14,150.00	\$ 50.00	\$ 14,150.00	
27	Bituminous Pavement for Driveway/Road Repair	51	SY	\$ 60.00	\$ 3,060.00	\$ 54.00	\$ 2,754.00	\$ 80.00	\$ 4,080.00	\$ 91.200	\$ 4,641.60	\$ 48.50	\$ 2,473.50	\$ 60.00	\$ 3,060.00	
28	Concrete Driveway Repair	114	SY	\$ 60.00	\$ 6,840.00	\$ 54.00	\$ 6,156.00	\$ 80.00	\$ 9,120.00	\$ 60.00	\$ 6,840.00	\$ 55.00	\$ 6,270.00	\$ 60.00	\$ 6,840.00	
29	Concrete Approach Pavement (6-inch Thick)	324	SY	\$ 60.00	\$ 19,440.00	\$ 54.00	\$ 17,496.00	\$ 80.00	\$ 25,920.00	\$ 60.00	\$ 19,440.00	\$ 60.00	\$ 19,440.00	\$ 63.00	\$ 20,412.00	
30	Concrete Sidewalk	1266	SY	\$ 43.00	\$ 54,258.00	\$ 44.50	\$ 56,145.00	\$ 43.00	\$ 55,298.00	\$ 42.75	\$ 54,976.50	\$ 42.50	\$ 54,655.00	\$ 48.00	\$ 61,728.00	
31	Concrete Curb and Gutter	2776	LF	\$ 20.00	\$ 55,520.00	\$ 15.00	\$ 41,640.00	\$ 20.00	\$ 55,520.00	\$ 20.00	\$ 55,520.00	\$ 19.00	\$ 52,744.00	\$ 25.00	\$ 69,400.00	
32	Seed, Fertilize and Mutch	1260	SY	\$ 4.00	\$ 5,040.00	\$ 3.75	\$ 4,725.00	\$ 5.25	\$ 6,615.00	\$ 4.00	\$ 5,040.00	\$ 4.25	\$ 5,355.00	\$ 4.00	\$ 5,040.00	
33	Remove & Replace Existing Bushes	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 530.00	\$ 530.00	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	
34	Detectable/Tactile Warning Surfaces-Installed	6	EA	\$ 450.00	\$ 2,700.00	\$ 400.00	\$ 2,400.00	\$ 275.00	\$ 1,650.00	\$ 350.00	\$ 2,100.00	\$ 325.00	\$ 1,950.00	\$ 700.00	\$ 4,200.00	
Total for Section 2				\$	\$ 250,646.50	\$	\$ 179,483.50	\$	\$ 211,609.50	\$	\$ 219,191.50	\$	\$ 214,059.65	\$	\$ 243,870.00	
Grand Total				\$	\$ 355,813.00	\$	\$ 294,700.00	\$	\$ 326,199.25	\$	\$ 330,331.50	\$	\$ 348,580.45	\$	\$ 355,563.50	

Submission Date: November 26, 2013
Submitted By: Director of Public Works
Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-79 - To allow the Mayor to execute a Contract with HDR, Inc. to provide professional services for design of the Osage Beach City Park Storm Repairs

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

Citizens of Osage Beach, City Staff, and Visitors

Why is Board Action Required?

Board approval required for Ordinance.

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

Request first and second readings of Bill 13-79.

Are there any deadlines associated with this action?

In order to get the park open by Spring 2014, some of this design and construction work will need to be completed.

Budget Line / Source of Funds

10-10-773278 Park Improvements Budget Amount: \$625,000

Comments and Recommendation of Department:

Bill 13-79 and the Contract will be provided prior to the Board meeting. The Contract is for engineering/design services for the storm repairs and improvements to the Osage Beach City Park. The engineering/design will include the repair to the pond dam, removal of debris from the creek which the pond drains into, asphalt removal and replacement in the parking lot, and other items to get the park back to previous

conditions. There are a few items included in this contract that we are unsure if FEMA will reimburse the City on:

- 1) Emergency Spillway – This is a ditch or spillway that will be designed to allow additional water flow out of the pond so that it does not over top the dam in the future.
- 2) Jurisdictional Determination – This is a request to the US Army Corps of Engineers to determine if they need to have jurisdiction on the creek running thru the City Park near the concession building. There have been some conversations with US Army Corps personnel about this recently.
- 3) Cable - Buoy System – This is a system that we are looking into to keep debris out of the intake structure in the pond. This will allow easier maintenance and improved flow conditions when debris enters the pond.
- 4) Concrete Box Culvert- This is a design improvement that will allow debris to flow thru the culverts near the storage building. This will remove the three existing corrugated metal pipes and replace it with one concrete box culvert. This is an improvement to the creek. The Parks Department is constantly having debris maintenance issues with this area. The stormwater calculations will need to be completed for the creek for other design issues. Since some of the design work is already being done, we thought it would make sense to complete those calculations on what size the culvert needs to be.

In order for the engineering services to begin, we have to execute this Contract. This Contract is between the City of Osage Beach and HDR Inc. for the engineering services.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director. The contract and Bill 13-79 will be distributed to you early next week.

BILL NO. 13-79

ORDINANCE NO. 13.79

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HDR ENGINEERING, INC. FOR ENGINEERING AND ENVIRONMENTAL SERVICES

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

Section 1. The Board of Aldermen hereby finds that the Public Works Director recommends that the Board authorize a contract with HDR Engineering, Inc. as the best qualified bidder for that contract.

Section 2. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with HDR Engineering, Inc. in a form to be approved by legal counsel for the city under the general terms set forth in the Short Form Agreement, excepting Section II thereof and Scope of Services which are attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.79 was duly passed on _____.

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.79.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR ENGINEERING AND ENVIRONMENTAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____,
200 __, between City of Osage Beach, MO (“OWNER”) a _____

corporation, with principal offices at 1000 City Parkway, Osage Beach, Missouri 65065,
and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal
offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection
with the project known as the Osage Beach City Park Rehabilitation and Repair
 (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional
engineering, environmental, consulting and related services (“Services”) in connection
with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in
SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual
covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

In general, the project consists of repairing damage within the City of Osage Beach Park
from the August 2013 heavy rain event. The ENGINEER understands representatives
from the Federal Emergency Management Agency (FEMA) have been on site and visited
with the City. FEMA has indicated in correspondence with the City that the majority of
the proposed work would be reimbursable by FEMA through the Disaster Assistance
(DA) cost share program. In general, the FEMA DA fund will pay for restoration of the
damaged items but may or may not cover other needed repairs that were not present
before the storm. There are six main elements for which the OWNER is requesting
assistance from the ENGINEER; 1) Restoration of the pond embankment, 2) restoration
of the stream conveyance by debris removal, 3) Restoration of the asphalt parking lot, 4)
Gravel removal from the ball fields, 5) Filling a large scour hole at the south end of the
Park, and 6) Culvert replacements at the south end of the Park. The project will be sent
out for a public bid letting and a construction contractor will be retained by the City. The
ENGINEER will prepare the Bidding Documents and have part time observation services
during construction.

ENGINEER will provide Services for the Project, which consist of the Scope of Services
as outlined on the attached Exhibit A. The services by ENGINEER are not
comprehensive in nature but rather specific to storm damage repairs. At the pond
embankment, the following would be considered additional services if required and
authorized;

- 1) Perform a detailed geotechnical investigation of the existing embankment,
- 2) Perform a geotechnical seepage and slope stability analysis,
- 3) Perform a dam safety inspection of the existing structure, including the existing principal spillway/outlet works,
- 4) Evaluate the in-lake sediment accumulation or water quality,
- 5) Evaluate the structural adequacy of the existing principle spillway,
- 6) Evaluate the potential hazard risk from a breach,
- 7) Evaluate flood impacts down stream of the pond, and
- 8) Evaluate the adequacy of the existing toe drain (French drain).

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Engineering and Environmental Services." In addition, the OWNER shall perform a principle spillway interior inspection to identify the condition of the conduit and joints. A copy of the pictures and a brief inspection summary will be sent the Engineer. The OWNER shall hire a suitably qualified Geotechnical Engineer to inspect, sample and render expert opinion and recommendations on the suitability of the soil and bedrock in the proposed auxiliary spillway excavation area for use as fill, the competency of bedrock to be used as a rock cut spillway, and other appropriate recommendations. The ENGINEER will provide a potential spillway alignment and coordinate a site visit with the Geotechnical Engineer. Alternatively, HDR can provide these services if authorized by the OWNER.

In addition to the above the owner is responsible for the following:

1. Provide a crew to perform excavation adjacent to the east side of the pond embankment so that an elevation for bedrock can be established.
2. Provide coordinates and location of GPS control points located in the City Park.

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum for Tasks 1-7. The amount of the lump sum is One hundred nineteen thousand four hundred sixty-nine Dollars (\$119,469.00).

Services will be provided on an hourly basis for Tasks 8-9 with a not-to-exceed fee of Fifty thousand three hundred fifty-two Dollars (\$50,352).

Hourly Rate Schedule for Tasks 8-9

	Hourly Rate
Project Manager	\$140 - \$150
Senior Project Engineer	\$180 - \$190
Project Engineer	\$100 - \$120
CAD	\$90 - \$120
Survey Crew	\$125 - \$135
Resident Project Representative	\$75 - \$85

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

described in Exhibit A within a reasonable period of time but no later One (1) year from the Notice to Proceed.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

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SECTION VI. SPECIAL PROVISIONS

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

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A**SCOPE OF SERVICES****Task 1 - Conceptual Design and Preliminary Cost**

- Site Visit
- Survey
- Pavement Removal & Replacement
- H&H Modeling for the Pond, Stream and Box Culverts
- Pond Improvements Schematics
- Floodplain Impacts Evaluation (raise access drive next to stream)
- Box Culvert Sizing
- Scour hole, debris and ball field sod estimates
- Prepare Brief Engineering Summary
- Develop Opinion of Probable Costs
- QA/QC
- Review w/ City

Task 2 – Funding/Regulatory Agency Coordination

- Meet with FEMA to establish Project Parameters
- Coordination with FEMA and SEMA
- Allocate Funding by Project Component
- Phasing plan, number of bid lettings, schedule

Task 3 – Pond Embankment Repair & Spillway Design

- Finalize Hydrology and Hydraulic Analysis of Pond
- Design Embankment Repair
- Design of Primary Spillway Trash Guard
- Design of Auxiliary Spillway
- Plan Sheet for Site Plan
- Emergency Spillway Plan and Profile
- Emergency Spillway Cross Sections
- Detail Sheets
- Specifications
- Update Opinion of Probable Costs
- QA/QC
- Review with City

Task 4 – Park Clean Up (Debris and Pavement Removal)

- Establish Creek Cleaning Limits and Flow line Elev
- Establish Ball field Sod Removal Limits
- Establish Asphalt Pavement Removal Limits
- Plan Sheet for Creek Debris Removal

- Plan Sheet for Asphalt Removal
- Plan Sheet for Ball field rehab
- Detail Sheets (2)
- Specifications
- Revise Opinion of Probable Costs
- QA/QC
- Review with City

Task 5 – Asphalt Replacement

- Site Visit After Pavement Removal
- Plan Sheet for Pavement Replacement
- Detail Sheets
- Specifications
- Revise Opinion of Probable Costs
- QA/QC
- Review with City

Task 6 – Culvert Replacement

- Update Hydrology and Hydraulic Analysis of Drainage Basin
- Plan Sheet for Box Culverts
- Detail Sheet
- Specifications
- QA/QC
- Revise Opinion of Probable Costs

Task 7 – Permitting Phase Support

- Prepare & Submit 404/401 Permit Application
- NEPA Categorical Exclusion Clearance (letter review only)
- Prepare & Submit Floodplain Development Permit
- Update Specifications, Sequencing and Special Conditions
- Site Vegetation Restoration Plan (if needed)

Task 8 – Bidding, Construction Phase for Park Clean Up

- Bidding
- Process Construction Contracts
- Construction Control Staking
- Pre-Con Meeting
- Review Shop Drawings
- Resident Project Representative (Full Time for 1 month)
- Progress meetings/Special Inspection
- Review pay requests, change orders
- Review material tests
- Determine substantial completion

Task 9 – Bidding, Construction Phase for Pond Embankment and Asphalt Repair

- Bidding
- Process Construction Contracts
- Construction Control Staking
- Pre-Con Meeting
- Review Shop Drawings
- Resident Project Representative (Half Time for 2 months)
- Progress meetings/Special Inspection
- Review pay requests, change orders
- Review material tests
- Determine substantial completion

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

EXHIBIT B
HDR Engineering, Inc.
Terms and Conditions
for Floodplain, Dams and Levee Professional Services

1. STANDARD OF PERFORMANCE

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

ENGINEER and CLIENT agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to CLIENT.

2. INSURANCE/INDEMNITY

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

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

4. CONSTRUCTION PROCEDURES

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

5. CONTROLLING LAW

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

6. CLIENT-PROVIDED SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to the project in CLIENT's possession, and any requirements or budgetary limitations. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents, information and services.

In performing services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

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

8. RE-USE OF DOCUMENTS

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

9. TERMINATION OF AGREEMENT

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

10. SEVERABILITY

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

11. INVOICES

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

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

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

EXHIBIT B

settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

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

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and client approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

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

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

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

If ENGINEER is made a party to any litigation concerning CLIENT's flood control structures, CLIENT shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse CLIENT the costs of defense paid by CLIENT, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by CLIENT.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER's are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all, permits, laws and regulations that permit the construction and operations of the structure(s) and systems including any Engineer prepared operations and maintenance plans. Should CLIENT fail to maintain the structures to be in full compliance permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to CLIENT, and CLIENT shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

Submission Date: December 3, 2013
Submitted By: Public Works Director
Board Meeting Date: December 5, 2013

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

Description of Item:

Bill 13-80 – To authorize the Mayor to accept the conveyance of Osage Beach Parkway to the City.

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

Citizens of Osage Beach, Missouri Department of Transportation, City Staff

Why is Board Action Required?

Board approval required for ordinances

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

Motion to approve first and second readings of Bill 13-80.

Are there any deadlines associated with this action?

MoDOT will have the list of improvements completed by Wednesday

Budget Line / Source of Funds

None

Comments and Recommendation of Department:

MoDOT is in the process of completing the required improvements. The last item to be completed is the patch repair near Case Road. This is to be completed prior to the Board of Aldermen Meeting. Once the list has been completed, the Public Works Department is agreeable to completing the transfer of Osage Beach Parkway to the City.

If this action is approved and signed by the Mayor, the Public Works Department will start maintaining Osage Beach Parkway Friday, December 6, 2013.

The Public Works Department recommends approval of Bill 13-80, and a first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING OSAGE BEACH PARKWAY EAST OF THE GRAND GLAIZE BRIDGE AND WEST OF THE GRAND GLAIZE BRIDGE

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 accept Osage Beach Parkway East of the Grand Glaize Bridge and West of the Grand Glaize Bridge.

Section 2. That the right of way described in Exhibit 1 and Exhibit 2 is hereby accepted.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.80 was duly passed on _____ 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 13.80.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO FORM: RW01
 Approved: 6/93 (TLP)
 Revised: 03/10 (AR)
 Modified:

COUNTY: Camden
 ROUTE: 54/Osage Beach Pkwy
 PROJECT: 328B
 FED. PROJECT: NA
 PARCEL: CD-0737

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of May, 2013, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (the grantor), 105 W. Capitol Avenue, Jefferson City, Missouri 65102, party of the first part and the **CITY OF OSAGE BEACH**, 1000 City Parkway, Osage Beach, MO 65065, party of the second part (the grantee),

WITNESSETH: In consideration of the payment of the sum of **ONE DOLLAR (\$1.00)** and other valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the said party of the second part, a tract of land, lying situated and being in the County of Camden, State of Missouri, to wit:

Existing Route 54/Osage Beach Parkway east of the Grand Glaize Bridge

A tract of land situated in Section 6, Township 39 North, Range 15 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a sandstone at the northeast corner of Section 6, Township 39 North, Range 15 West, as shown on Document Number 600-41015 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence, along and with the township line between townships 39 North and 40 North the following courses: N 87 deg. 43 min. 53 sec. W a distance of 116.01 feet to a 3 1/2" aluminum pipe monument at the southeast corner of Section 32, Township 40 North, Range 15 West as shown on Document Number 600-67427 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence N 88 deg. 15 min. 48 sec. W a

distance of 1268.72 feet to a 1/2 inch rebar with plastic cap stamped "LS 189"; thence N 88 deg. 13 min. 17 sec. W a distance of 688.03 feet to a 1/2 inch rebar with plastic cap stamped "LS 189", said rebar also being on the existing easterly boundary line of Existing Route 54 (Project numbers: 54-FAP-328 B-1 (1938) and F-FG-54-3(61) (1987)), hereinafter referred to as Osage Beach Parkway, 100.00 feet left of Osage Beach Parkway centerline P.O.C. station 191+81.31; thence, continuing along and with the said township and easterly boundary line, N 88 deg. 13 min. 17 sec. W a distance of 29.71 feet to a 1/2 inch rebar with plastic cap stamped "LS 189" 75.00 feet left of Osage Beach Parkway centerline P.O.C. station 191+66.18, said rebar being the POINT OF BEGINNING of this description; thence, departing said township line, along and with said easterly boundary line along a non-tangential curve to the right, the radius being 1509.83 feet, the central angle being 20 deg. 21 min. 31 sec., the arc length being 536.48 feet, the chord being S 21 deg. 03 min. 50 sec. E a distance of 533.66 feet to a spike 75.00 feet left of Osage Beach Parkway centerline P.T. station 196+75.90; thence S 10 deg. 53 min. 05 sec. E a distance of 954.04 feet to a spike 75.00 feet left of Osage Beach Parkway centerline P.C. Equation 206+29.94 Back = 206+30.8 Ahead (206+30.1 Back = 206+30.8 Ahead); thence, departing the easterly boundary line, S 79 deg. 06 min. 55 sec. W a distance of 150.00 feet to an existing copperweld 75.00 feet right of Osage Beach Parkway centerline P.C. Equation 206+29.94 Back = 206+30.8 Ahead (206+30.1 Back = 206+30.8 Ahead), said copperweld being on the existing westerly boundary line of Osage Beach Parkway; thence, along and with said westerly boundary line the following courses: N 10 deg. 53 min. 05 sec. W a distance of 954.04 feet to a point 75.00 feet right of Osage Beach Parkway centerline P.T. station 196+75.90; thence along a curve to the left having a radius of 1359.83 feet, having a central angle of 22 deg. 00 min. 25 sec., an arc distance of 522.30 feet to a cotton picker spindle 75.00 feet right of Osage Beach Parkway centerline P.O.C. Equation 802+99.22 Back = 191+24.90 Ahead; thence continuing along a curve to the left having a radius of 1359.83 feet, having a central angle of 02 deg. 33 min. 49 sec., an arc distance of 60.84 feet to a 5/8 inch rebar with aluminum cap 75.00 feet right of Osage Beach Parkway centerline station 802+35.03, said rebar being on the aforesaid township line between township 39 North and township 40 North; thence, departing the westerly boundary line, along and with the township line the following courses: S 88 deg. 13 min. 17 sec. E a distance of 92.82 feet to Osage Beach Parkway centerline station 802+91.20; thence S 88 deg. 13 min. 17 sec. E a distance of 90.46 feet to the point of beginning, containing 5.21 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Also a permanent drainage and slope easement more particularly described as follows:

BEGINNING at a cotton picker spindle 75.00 feet left of Osage Beach Parkway centerline station 201+25.00, said cotton picker spindle being on the existing easterly boundary line of Osage Beach Parkway; thence, departing the easterly boundary line, along and with the easement line the following courses: S 35 deg. 19 min. 43 sec. E a distance of 60.42 feet to a 5/8 inch rebar, hereinafter referred to as a monument, 100.00 feet left of Osage Beach Parkway centerline station 201+80.00; thence S 10 deg. 53 min. 05 sec. E a distance of 40.00 feet to a monument 100.00 feet left of Osage Beach

Parkway centerline station 202+20.00; thence S 11 deg. 44 min. 07 sec. W a distance of 65.00 feet to a monument 75.00 feet left of Osage Beach Parkway centerline station 202+80.00, said monument being on said easterly boundary line; thence, departing the easement line, along and with the easterly boundary line, N 10 deg. 53 min. 05 sec. W a distance of 155.00 feet to the point of beginning, containing 2438 sq. feet.

Also a permanent drainage and slope easement more particularly described as follows:

BEGINNING at a monument 75.00 feet left of Osage Beach Parkway centerline station 204+25.00, said monument being on the existing easterly boundary line of Osage Beach Parkway; thence, departing the easterly boundary line, along and with the easement line the following courses: S 32 deg. 41 min. 10 sec. E a distance of 80.78 feet to a monument 105.00 feet left of Osage Beach Parkway centerline station 205+00.00; thence S 10 deg. 53 min. 05 sec. E a distance of 60.00 feet to a monument 105.00 feet left of Osage Beach Parkway centerline station 205+60.00; thence S 12 deg. 19 min. 54 sec. W a distance of 76.10 feet to a spike 75.00 feet left of Osage Beach Parkway centerline P.C. Equation 206+29.94 Back = 206+30.80 Ahead (206+30.1 Back = 206+30.8 Ahead), said spike being on said easterly boundary line; thence, departing the easement line, along and with the easterly boundary line, N 10 deg. 53 min. 05 sec. W a distance of 204.94 feet to the point of beginning, containing 3974 sq. feet.

Also a part of a permanent drainage and slope easement more particularly described as follows:

BEGINNING at a cotton picker spindle 75.00 feet right of Osage Beach Parkway centerline P.O.C. Equation 802+99.22 Back = 191+24.9 Ahead, said cotton picker spindle being on the existing westerly boundary line of Osage Beach Parkway; thence, departing the westerly boundary line, along and with the easement line, N 66 deg. 54 min. 27 sec. W a distance of 135.50 feet to a monument 146.96 feet right of Osage Beach Parkway centerline station 801+79.99, said monument being on the township line between townships 39 North and 40 North; thence, departing the easement line, along and with the township line, S 88 deg. 13 min. 17 sec. E a distance of 71.64 feet to a cotton picker spindle 90.00 feet right of Osage Beach Parkway centerline station 802+23.45, said cotton picker spindle also being on the aforesaid westerly boundary line of Osage Beach Parkway; thence, along and with the township line and westerly boundary line, S 88 deg. 13 min. 17 sec. E a distance of 18.86 feet to a monument 75.00 feet right of Osage Beach Parkway centerline P.O.C. station 802+35.03; thence, departing the township line, along and with the westerly boundary line, along a non-tangential curve to the right, the radius being 1359.83 feet, the central angle being 02 deg. 33 min. 49 sec., the arc length being 60.84 feet, the chord being S 34 deg. 10 min. 25 sec. E a distance of 60.84 feet to the point of beginning, containing 2243 sq. feet.

A tract of land situated in Section 6, Township 39 North, Range 15 West, 5th P.M., in the County of Camden, State of Missouri, and in Section 5, Township 39 North, Range

15 West, 5th P.M., in the County of Miller, State of Missouri, more particularly described as follows:

Commencing at a sandstone at the northeast corner of Section 6, Township 39 North, Range 15 West, as shown on Document Number 600-41015 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence S 27 deg. 34 min. 54 sec. W a distance of 2723.95 feet to a Cotton Picker Spindle on the existing easterly boundary line of Existing Route 54 (Project numbers 54-FAP-328 B-1 (1938) and F-FG-54-3(61) (1987)), hereinafter referred to as Osage Beach Parkway, 75.00 feet left of Osage Beach Parkway centerline station 218+00.00, said Cotton Picker Spindle also being the POINT OF BEGINNING of this description; thence, along and with the existing easterly boundary line the following courses: S 26 deg. 43 min. 11 sec. E a distance of 600.00 feet to a point 75.00 feet left of Osage Beach Parkway centerline station 224+00.00; thence S 16 deg. 01 min. 13 sec. E a distance of 1.15 feet to a Spike 74.79 (75 deed) feet left of Osage Beach Parkway centerline station 224+01.13 (224+00 deed); thence S 27 deg. 13 min. 58 sec. E a distance of 107.73 feet to a found 5/8 inch rebar with plastic cap stamped "A-E Inc LC62" 75.75 feet left of Osage Beach Parkway centerline station 225+08.86; thence S 27 deg. 13 min. 58 sec. E a distance of 154.44 feet to a Spike 74.79 (75 deed) feet left of Osage Beach Parkway centerline station 226+66.38 (226+65.23 deed); thence S 75 deg. 10 min. 58 sec. E a distance of 105.54 feet to a Spike 149.88 (150 deed) feet left of Osage Beach Parkway centerline station 227+43.59 (227+40.76 deed); thence along a non-tangential curve to the left, the radius being 2713.18 feet, the central angle being 02 deg. 07 min. 49 sec., the arc length being 100.87 feet, the chord being S 31 deg. 40 min. 38 sec. E a distance of 100.87 feet to a found 5/8 inch rebar with plastic cap stamped "COCHRAN LS380" 149.88 (150 deed) feet left of Osage Beach Parkway centerline station 228+50.03; thence continuing along a curve to the left, the radius being 2713.18 feet, the central angle being 00 deg. 08 min. 58 sec., the arc length being 7.08 feet, the chord being S 32 deg. 49 min. 02 sec. E a distance of 7.08 feet to a found 5/8 inch rebar with plastic cap stamped "COCHRAN LS380" 149.88 (150 deed) feet left of Osage Beach Parkway centerline station 228+57.50 (228+52.36 deed); thence S 16 deg. 50 min. 29 sec. W a distance of 97.20 feet to a Cut "X" in concrete 75.00 feet left of Osage Beach Parkway centerline station 229+22.02 (229+24.69 deed); thence along a non-tangential curve to the left, the radius being 2788.06 feet, the central angle being 01 deg. 52 min. 37 sec., the arc length being 91.33 feet, the chord being S 35 deg. 07 min. 17 sec. E a distance of 91.32 feet to a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument 75.00 feet left of Osage Beach Parkway centerline P.T. station 230+15.80 (230+15.77 deed); thence S 36 deg. 03 min. 36 sec. E a distance of 29.20 feet to a monument 75.00 feet left of Osage Beach Parkway centerline station 230+45.00; thence S 53 deg. 56 min. 24 sec. W a distance of 15.00 feet to a monument 60.00 feet left of Osage Beach Parkway centerline station 230+45.00; thence S 36 deg. 03 min. 36 sec. E a distance of 625.00 feet to a Spike 60.00 feet left of Osage Beach Parkway centerline station 236+70.00; thence N 53 deg. 56 min. 24 sec. E a distance of 15.00 feet to a found 1/2 inch rebar with plastic cap stamped "LS 1670" 75.00 feet left of Osage Beach Parkway centerline station 236+70.00; thence S 36 deg. 03 min. 36 sec. E a distance of 46.58 feet to a PK Nail 75.00 feet left of Osage Beach Parkway

centerline P.C. station 237+16.58 (+16.6 plan); thence along a curve to the right, the radius being 1221.16 feet, the central angle being 17 deg. 21 min. 27 sec., the arc length being 369.95 feet, the chord being S 27 deg. 22 min. 52 sec. E a distance of 368.53 feet to a Cotton Picker Spindle 75.00 feet left of Osage Beach Parkway centerline station 240+63.69 (+64 plan), said Cotton Picker Spindle being on the Section line between sections 5 and 6, said Section line also being the County Line between Miller and Camden Counties; thence, along and with said Section and County line, S 01 deg. 23 min. 26 sec. W a distance of 79.57 feet to a monument 50.00 feet left of Osage Beach Parkway centerline station 241+35.32 (+40 plan); thence, departing said Section and County line, continuing along and with said existing easterly boundary line, along a non-tangential curve to the right, the radius being 1196.16 feet, the central angle being 08 deg. 14 min. 05 sec., the arc length being 171.92 feet, the chord being S 11 deg. 00 min. 11 sec. E a distance of 171.77 feet to a monument 50.00 feet left of Osage Beach Parkway centerline station 243+00.00; thence, departing the existing easterly boundary line, S 83 deg. 06 min. 51 sec. W a distance of 125.00 feet to a found steel right of way marker 75.00 feet right of Osage Beach Parkway centerline station 243+00.00, said marker being on the existing westerly boundary line of Osage Beach Parkway; thence, along and with the existing westerly boundary line of Osage Beach Parkway the following courses: along a non-tangential curve to the left, the radius being 1071.16 feet, the central angle being 29 deg. 10 min. 27 sec., the arc length being 545.42 feet, the chord being N 21 deg. 28 min. 22 sec. W a distance of 539.54 feet to a Cotton Picker Spindle 75.00 feet right of Osage Beach Parkway centerline P.C. station 237+16.58 (+16.6 plan); thence N 36 deg. 03 min. 36 sec. W a distance of 416.58 feet to a Spike 75.00 feet right of Osage Beach Parkway centerline station 233+00.00; thence N 50 deg. 05 min. 46 sec. W a distance of 103.08 feet to a Cut "X" in concrete 100.00 feet right of Osage Beach Parkway centerline station 232+00.00; thence N 44 deg. 53 min. 20 sec. W a distance of 23.76 feet to a Cut "X" in concrete 103.65 feet right of Osage Beach Parkway centerline station 231+76.52; thence N 00 deg. 01 min. 58 sec. W a distance of 48.71 feet to a Spike 75.00 feet right of Osage Beach Parkway centerline station 231+37.13; thence N 36 deg. 03 min. 36 sec. W a distance of 121.33 feet to a Cut "X" in concrete 75.00 feet right of Osage Beach Parkway centerline P.T. station 230+15.80; thence N 35 deg. 41 min. 14 sec. W a distance of 38.23 feet to a Cut "X" in concrete 75.00 feet right of Osage Beach Parkway centerline station 229+78.55; thence N 34 deg. 07 min. 41 sec. W a distance of 121.65 feet to a Cut "X" in concrete 75.00 feet right of Osage Beach Parkway centerline station 228+60.00; thence N 84 deg. 58 min. 04 sec. W a distance of 63.11 feet to a Cut "X" in concrete 125.00 feet right of Osage Beach Parkway centerline station 228+22.79; thence N 31 deg. 28 min. 08 sec. W a distance of 75.97 feet to a Cut "X" in concrete 125.00 feet right of Osage Beach Parkway centerline station 227+50.00; thence N 20 deg. 10 min. 05 sec. E a distance of 65.09 feet to a Spike 74.76 feet right of Osage Beach Parkway centerline station 227+10.00; thence N 30 deg. 06 min. 59 sec. W a distance of 61.58 feet to a Cut "X" in concrete 75.60 feet right of Osage Beach Parkway centerline station 226+50.00; thence N 27 deg. 24 min. 23 sec. W a distance of 102.20 feet to a Cut "X" in concrete 75.00 feet right of Osage Beach Parkway centerline station 225+50.42; thence N 26 deg. 43 min. 12 sec. W a distance of 74.45 feet to a monument 75.00 feet right of Osage Beach Parkway centerline station 224+76.00; thence N 78 deg. 11 min. 14 sec.

W a distance of 29.31 feet to a Cut "X" in concrete 97.93 (97.89 deed) feet right of Osage Beach Parkway centerline station 224+57.74; thence N 23 deg. 03 min. 09 sec. W a distance of 49.99 feet to a Spike 94.73 (94.64 deed) feet right of Osage Beach Parkway centerline station 224+07.85; thence N 22 deg. 55 min. 07 sec. E a distance of 25.90 feet to a monument 75.00 feet right of Osage Beach Parkway centerline station 223+91.08; thence N 26 deg. 43 min. 11 sec. W a distance of 72.95 feet to a monument 75.00 feet right of Osage Beach Parkway centerline station 223+18.13; thence N 26 deg. 43 min. 11 sec. W a distance of 68.13 feet to a Cotton Picker Spindle 75.00 feet right of Osage Beach Parkway centerline station 222+50.00; thence S 63 deg. 16 min. 49 sec. W a distance of 9.61 feet to a Cotton Picker Spindle 84.61 (85.00 deed) feet right of Osage Beach Parkway centerline station 222+50.00; thence N 23 deg. 03 min. 09 sec. W a distance of 150.31 feet to a monument 75.00 feet right of Osage Beach Parkway centerline station 221+00.00; thence N 26 deg. 43 min. 11 sec. W a distance of 300.00 feet to a Spike 75.00 feet right of Osage Beach Parkway centerline station 218+00.00; thence, departing the existing westerly boundary line of Osage Beach Parkway N 63 deg. 16 min. 49 sec. E a distance of 150.00 feet to the point of beginning, containing 8.82 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Also an existing permanent drainage easement on the left or easterly side of Osage Beach Parkway more particularly described as follows:

BEGINNING at a found 1/2 inch rebar with plastic cap stamped "LS 1670" 75.00 feet left of Osage Beach Parkway centerline station 236+70.00, said rebar being on the existing easterly boundary line of Osage Beach Parkway; thence, departing the existing easterly boundary line of Osage Beach Parkway, along and with the existing permanent easement line the following courses: N 36 deg. 03 min. 36 sec. W a distance of 10.00 feet to a 5/8 inch rebar with aluminum cap 75.00 feet left of Osage Beach Parkway centerline station 236+60.00; thence N 53 deg. 56 min. 24 sec. E a distance of 50.00 feet to a 5/8 inch rebar with aluminum cap 125.00 feet left of Osage Beach Parkway centerline station 236+60.00; thence S 36 deg. 03 min. 36 sec. E a distance of 40.00 feet to a Cotton Picker Spindle 125.00 feet left of Osage Beach Parkway centerline station 237+00.00; thence S 53 deg. 56 min. 24 sec. W a distance of 50.00 feet to a Cotton Picker Spindle 75.00 feet left of Osage Beach Parkway centerline station 237+00.00, said Cotton Picker Spindle being on the existing easterly boundary line of Osage Beach Parkway; thence, along and with the existing easterly boundary line of Osage Beach Parkway, N 36 deg. 03 min. 36 sec. W a distance of 30.00 feet to the point of beginning, containing 2000 sq. feet.

Also an existing permanent drainage and slope easement on the right or easterly side of Osage Beach Parkway more particularly described as follows:

BEGINNING at a Spike 75.00 feet right of Osage Beach Parkway centerline station 218+00.00, said Spike being on the existing westerly boundary line of Osage Beach Parkway; thence, along and with the existing westerly boundary line of Osage Beach Parkway the following courses: S 26 deg. 43 min. 11 sec. E a distance of 300.00 feet to

a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument, 75.00 feet right of Osage Beach Parkway centerline station 221+00.00; thence S 23 deg. 03 min. 09 sec. E a distance of 150.31 feet to a Cotton Picker Spindle 84.61 feet right of Osage Beach Parkway centerline station 222+50.00; thence, departing the existing westerly boundary line of Osage Beach Parkway, along and with the existing permanent easement line the following courses: N 61 deg. 51 min. 36 sec. W a distance of 122.29 feet to a monument 155.00 feet right of Osage Beach Parkway centerline station 221+50.00; thence N 26 deg. 43 min. 11 sec. W a distance of 100.00 feet to a monument 155.00 feet right of Osage Beach Parkway centerline station 220+50.00; thence N 21 deg. 00 min. 23 sec. E a distance of 74.33 feet to a monument 100.00 feet right of Osage Beach Parkway centerline station 220+00.00; thence N 26 deg. 43 min. 11 sec. W a distance of 150.00 feet to a Cotton Picker Spindle 100.00 feet right of Osage Beach Parkway centerline station 218+50.00; thence N 00 deg. 09 min. 17 sec. W a distance of 55.90 feet to the point of beginning, containing 18760 sq. feet.

A tract of land situated in Lot 1 of the Northwest Quarter of Section 6 and Lot 2 of the Southwest Quarter of Section 6 Township 39 North, Range 15 West, and the Southeast Quarter of Section 1, Township 39 North, Range 16 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a 1 inch pipe at the Northeast corner of Lot 1, in the Northwest Quarter of Section 6, Township 39 North, Range 15 West; thence S 86 deg. 05 min. 45 sec. W a distance of 791.32 feet to a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument, 58.90 feet left of Osage Beach Parkway (formerly known as Route 54 by MoDOT project# 328H) centerline station 50+89.00, said monument being on the Southeasterly Right-of-Way line of Osage Beach Parkway, said monument also being the POINT OF BEGINNING of this description; thence, along and with the Southeasterly Right-of-Way line the following courses: S 36 deg. 52 min. 35 sec. W a distance of 61.30 feet to a point which falls in a rock cut 65.00 feet left of Osage Beach Parkway centerline station 51+50.00; thence S 42 deg. 35 min. 13 sec. W a distance of 118.00 feet to a monument 65.00 feet left of Osage Beach Parkway centerline station 52+68.00; thence N 87 deg. 46 min. 39 sec. W a distance of 26.25 feet to a monument 45.00 feet left of Osage Beach Parkway centerline station 52+85.00; thence S 42 deg. 35 min. 13 sec. W a distance of 65.00 feet to a point not set due to utilities 45.00 feet left of Osage Beach Parkway centerline station 53+50.00; thence S 47 deg. 24 min. 47 sec. E a distance of 5.00 feet to a monument 50.00 feet left of Osage Beach Parkway centerline station 53+50.00 ; thence S 42 deg. 35 min. 13 sec. W a distance of 850.00 feet to a cut "x" in concrete 50.00 feet left of Osage Beach Parkway centerline station 62+00.00; thence S 45 deg. 26 min. 58 sec. W a distance of 200.25 feet to a cut "x" in concrete 40.00 feet left of Osage Beach Parkway centerline station 64+00.00; thence S 42 deg. 35 min. 20 sec. W a distance of 372.62 feet to a monument 40.00 feet left of Osage Beach Parkway centerline station 67+72.31, said monument being on the Northerly line of Lot 2 in the Southwest Quarter of Section 6; thence along and with said Lot line, S 88 deg. 43 min. 58 sec. E a distance of 46.62 feet to a monument 75.00 feet left of Osage Beach Parkway centerline station 67+41.84; thence departing said Lot line, continuing along and with the aforesaid Right-of-Way line, S 42 deg. 35 min. 13

sec. W a distance of 25.26 feet to a monument 75.00 feet left of Osage Beach Parkway centerline P.C. Equation station 67+67.22 Back=67+67.10 Ahead; thence on a non-tangential curve to the right, the radius being 1219.87 feet, the central angle being 47 deg. 50 min. 40 sec., the arc length being 1018.64 feet, the chord being S 66 deg. 30 min. 13 sec. W a distance of 989.30 feet to a cut "x" in concrete 75.00 feet left of Osage Beach Parkway centerline P.T. station 77+22.70; thence N 89 deg. 34 min. 28 sec. W a distance of 531.00 feet to a point not set due to utilities 75.00 feet left of Osage Beach Parkway centerline P.C. station 82+53.70; thence on a curve to the left having a radius of 1070.36 feet, having a central angle of 50 deg. 54 min. 21 sec., an arc distance of 950.99 feet to a found steel Right-of-Way marker 75.00 feet left of Osage Beach Parkway centerline P.T. Equation station 92+71.00 Back = 98+80.40 Ahead; thence S 39 deg. 31 min. 11 sec. W a distance of 819.60 feet to a found copperweld 75.00 feet left of Osage Beach Parkway centerline station 107+00.00 ; thence S 44 deg. 07 min. 50 sec. W a distance of 435.41 feet to a cotton picker spindle 40.00 feet left of Osage Beach Parkway centerline station 111+34.00; thence S 39 deg. 31 min. 11 sec. W a distance of 666.00 feet to a cotton picker spindle 40.00 feet left of Osage Beach Parkway centerline station 118+00.00; said cotton picker spindle bears N 27 deg. 25 min. 56 sec. E a distance of 407.92 feet from a monument at the South Quarter Corner of Section 1, Township 39 North Range 16 West as shown on Document Number 600-93189 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence departing the Southeasterly Right-of-Way line, N 50 deg. 28 min. 49 sec. W a distance of 115.00 feet to a cut "x" in concrete 75.00 feet right of Osage Beach Parkway centerline station 118+00.00, said cut "x" being on the Northwesterly Right-of-Way line of Osage Beach Parkway; thence along and with the Northwesterly Right-of-Way line the following courses: N 39 deg. 31 min. 11 sec. E a distance of 1100.00 feet to a monument 75.00 feet right of Osage Beach Parkway centerline station 107+00.00; thence N 45 deg. 13 min. 49 sec. E a distance of 301.50 feet to a cut "x" in a retaining wall 45.00 feet right of Osage Beach Parkway centerline station 104+00.00; thence N 39 deg. 31 min. 11 sec. E a distance of 150.00 feet to a cotton picker spindle 45.00 feet right of Osage Beach Parkway centerline station 102+50.00 ; thence N 37 deg. 11 min. 45 sec. E a distance of 369.90 feet to a found steel Right-of-Way marker 60.00 feet right of Osage Beach Parkway centerline P.T. Equation station 92+71.00 Back=98+80.40 Ahead; thence on a non-tangential curve to the right, the radius being 1205.36 feet, the central angle being 38 deg. 34 min. 52 sec., the arc length being 811.65 feet, the chord being N 58 deg. 48 min. 37 sec. E a distance of 796.40 feet to a cotton picker spindle 60.00 feet right of Osage Beach Parkway centerline station 85+00.00; thence N 87 deg. 34 min. 55 sec. E a distance of 257.61 feet to a cotton picker spindle 45.00 feet right of Osage Beach Parkway centerline P.C. station 82+53.70 ; thence S 89 deg. 34 min. 28 sec. E a distance of 353.70 feet to a monument 45.00 feet right of Osage Beach Parkway centerline station 79+00.00; thence N 80 deg. 49 min. 19 sec. E a distance of 179.82 feet to a monument 75.00 feet right of Osage Beach Parkway centerline P.T. station 77+22.70; thence on a non-tangential curve to the left, the radius being 1069.87 feet, the central angle being 31 deg. 10 min. 24 sec., the arc length being 582.09 feet, the chord being N 74 deg. 50 min. 21 sec. E a distance of 574.94 feet to a monument 75.00 feet right of Osage Beach Parkway centerline station 71+00.00; thence N 40 deg. 47 min. 06 sec. E a distance of 156.57 feet to a found 1 inch smooth bar 113.85 feet

right of Osage Beach Parkway centerline station 69+34.57 said bar being on the Northerly line of Lot 2 in the Southwest Quarter of Section 6 and bearing S 88 deg. 43 min. 58 sec. E a distance of 760.26 feet from a monument at the West Quarter Corner of Section 6, Township 39 North, Range 16 West as shown on Document Number 600-93188 as recorded at the Missouri Department of Natural Resources' Land Survey Program ; thence N 68 deg. 59 min. 12 sec. E a distance of 173.09 feet to a point not set due to utilities 47.90 feet right of Osage Beach Parkway centerline station 67+62.50; thence N 43 deg. 50 min. 08 sec. E a distance of 362.59 feet to a cotton picker spindle 40.00 feet right of Osage Beach Parkway centerline station 64+00.00; thence N 42 deg. 35 min. 13 sec. E a distance of 300.00 feet to a monument 40.00 feet right of Osage Beach Parkway centerline station 61+00.00; thence N 47 deg. 24 min. 47 sec. W a distance of 10.00 feet to a cotton picker spindle 50.00 feet right of Osage Beach Parkway centerline station 61+00.00; thence N 42 deg. 35 min. 13 sec. E a distance of 100.00 feet to a cotton picker spindle 50.00 feet right of Osage Beach Parkway centerline station 60+00.00; thence S 47 deg. 24 min. 47 sec. E a distance of 10.00 feet to a cut "x" in concrete 40.00 feet right of Osage Beach Parkway centerline station 60+00.00; thence N 42 deg. 35 min. 13 sec. E a distance of 911.00 feet to a found concrete Right-of Way marker 40.00 feet right of Osage Beach Parkway centerline station 50+89.00; thence departing the Northwesterly Right-of-Way line, S 47 deg. 24 min. 47 sec. E a distance of 98.90 feet to the point of beginning, containing 16.97 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Also, a Permanent Drainage Easement more particularly described as follows:

Beginning at cotton picker spindle, hereinafter referred to as a monument, on the southeasterly Right-of-Way line of Osage Beach Parkway, 50.00 feet left of Osage Beach Parkway centerline station 60+04.00; thence departing said right of way line, along and with the Permanent Easement line the following courses: S 47 deg. 24 min. 47 sec. E a distance of 10.00 feet to a monument 60.00 feet left of Osage Beach Parkway centerline station 60+04.00; thence S 42 deg. 35 min. 13 sec. W a distance of 30.00 feet to a monument 60.00 feet left of Osage Beach Parkway centerline station 60+34.00; thence N 47 deg. 24 min. 47 sec. W a distance of 10.00 feet to a monument on the aforesaid Right-of-Way line, 50.00 feet left of Osage Beach Parkway centerline station 60+34.00; thence along and with said Right-of-Way line, also being the Permanent Easement line, N 42 deg. 35 min. 13 sec. E a distance of 30.00 feet to the point of beginning, containing 300 square feet.

Grantee, by acceptance of this conveyance, covenant and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee. It is incumbent upon Grantee to seek its own professional opinion as to the resulting state of title.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said party of the second part, its heirs and assigns forever.

CCO FORM: RW01
Approved: 6/93 (TLP)
Revised: 03/10 (AR)
Modified:

COUNTY: Camden
ROUTE: 54/Osage Beach Pkwy
PROJECT: 328B
FED. PROJECT: NA
PARCEL: CD-0697

QUITCLAIM DEED

THIS INDENTURE, made this 20th day of May, 2013, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (the grantor), 105 W. Capitol Avenue, Jefferson City, Missouri 65102, party of the first part and the **CITY OF OSAGE BEACH**, 1000 City Parkway, Osage Beach, MO 65065, party of the second part (the grantee),

WITNESSETH: In consideration of the payment of the sum of **ONE DOLLAR (\$1.00)** and other valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the said party of the second part, a tract of land, lying situated and being in the County of Camden, State of Missouri, to wit:

Existing Route 54/Osage Beach Parkway west of the Grand Glaize Bridge

A tract of land situated in the South Half of Section 11 and the Southeast Quarter of Section 10, Township 39 North, Range 16 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a #4 rebar with cap stamped Harms LC000095 at the center of Section 11, Township 39 North, Range 16 West, said rebar being in the same position as a Flintstone previously shown on Document Number 600-109 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence S 30 deg. 56 min. 55 sec. E a distance of 890.43 feet to a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument, 70.00 feet right of Osage Beach Parkway (formerly Route 54 from MoDOT project numbers-F-328(10) and J5P0480) centerline station 184+16.00,

said monument being on the Right or Northerly Right-of-Way Line of Osage Beach Parkway, said monument also being the POINT OF BEGINNING of this description; thence departing said Northerly Line S 38 deg. 54 min. 14 sec. E a distance of 149.00 feet to a found steel marker 79.00 feet left of Osage Beach Parkway centerline station 184+16.00, said monument being on the Left or Southerly Right-of-Way Line of Osage Beach Parkway; thence, along and with said Southerly Line the following courses: S 38 deg. 55 min. 29 sec. W a distance of 104.35 feet to a found steel marker 101.00 feet left of Osage Beach Parkway centerline station 185+18.00; thence S 50 deg. 07 min. 17 sec. W a distance of 40.85 feet to a found steel marker 101.70 feet left of Osage Beach Parkway centerline station 185+59.00; thence S 62 deg. 12 min. 42 sec. W a distance of 94.52 feet to a found steel marker 84.30 feet left of Osage Beach Parkway centerline station 186+50.00; thence S 50 deg. 16 min. 26 sec. W a distance of 96.58 feet to a monument 90.00 feet left of Osage Beach Parkway centerline station 187+42.00; thence N 16 deg. 13 min. 23 sec. W a distance of 32.74 feet to a monument 59.00 feet left of Osage Beach Parkway centerline station 187+32.00; thence on a non-tangential curve to the right, the radius being 1196.28 feet, the central angle being 20 deg. 52 min. 39 sec., the arc length being 435.90 feet, the chord being S 63 deg. 26 min. 05 sec. W a distance of 433.49 feet to a cotton picker spindle 57.20 feet left of Osage Beach Parkway centerline station 191+50.00; thence S 64 deg. 57 min. 56 sec. W a distance of 88.87 feet to a monument 70.00 feet left of Osage Beach Parkway centerline C.S. Station Equation 192+34.27 Back=192+34.20 Ahead; thence continue along and with said Right-of Way Line 70 feet left of and parallel to a spiral curve to the right(said spiral curve having a length of 200.00 feet, an X distance of 199.90 feet along the main tangent, and a Y distance of 4.65 feet offset from the main tangent); the chord of said Right-of Way Line being S 75 deg. 58 min. 17 sec. W a distance of 60.29 feet to a monument 70.00 feet left of Osage Beach Parkway centerline station 192+92.00; thence N 01 deg. 53 min. 20 sec. W a distance of 26.31 feet to a monument 44.20 feet left of Osage Beach Parkway centerline station 192+87.00; thence S 78 deg. 57 min. 32 sec. W a distance of 443.69 feet (Centerline T.S. Equation Station 195+ 45.23 Back = 195 +44.80 Ahead) to a found copperweld 38.40 feet left of Osage Beach Parkway centerline station 197+31.00; thence S 14 deg. 32 min. 15 sec. E a distance of 11.60 feet to a found 80D spike 50.00 feet left of Osage Beach Parkway centerline station 197+31.00; thence S 72 deg. 06 min. 08 sec. W a distance of 163.06 feet to a found copperweld 50.00 feet left of Osage Beach Parkway centerline station 199+00.00; thence S 57 deg. 27 min. 04 sec. W a distance of 541.58 feet to a cotton picker spindle 50.00 feet left of Osage Beach Parkway centerline station 204+65.00; thence along and with said Right-of Way Line 50 feet left of and parallel to a spiral curve to the left, (said spiral curve having a length of 200.00 feet, an X distance of 199.90 feet along the main tangent, and a Y distance of 4.65 feet offset from the main tangent) the chord of said Right-of Way Line being S 45 deg. 33 min. 20 sec. W a distance of 127.25 feet to a cotton picker spindle 50.00 feet left of Osage Beach Parkway centerline S.T. station 205+93.70 (plan=205+92.1); thence S 45 deg. 00 min. 24 sec. W a distance of 161.56 feet to a point not set due to underground utilities 50.00 feet left of Osage Beach Parkway centerline T.S. station 207+55.26(plan=207+56); thence continue along and with said Right-of Way Line 50 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 200.00 feet, an X distance of 199.88 feet along the main

tangent, and a Y distance of 5.23 feet offset from the main tangent); the chord of said Right-of Way Line being S 46 deg. 31 min. 15 sec. W a distance of 203.87 feet to a monument 50.00 feet left of Osage Beach Parkway centerline S.C. station 209+55.26 (plan=209+56); thence on a curve to the right having a radius of 1323.57 feet, having a central angle of 00 deg. 12 min. 48 sec., an arc distance of 4.93 feet to a monument 50.00 feet left of Osage Beach Parkway centerline station 209+60.00 thence N 40 deg. 16 min. 53 sec. W a distance of 3.60 feet to a found steel marker 46.40 feet left of Osage Beach Parkway centerline station 209+60.00; thence on a non-tangential curve to the right, the radius being 1186.28 feet, the central angle being 34 deg. 35 min. 22 sec., the arc length being 716.16 feet, the chord being S 64 deg. 22 min. 14 sec. W a distance of 705.33 feet to a cotton picker spindle 56.40 feet left of Osage Beach Parkway centerline station 216+46.00; thence S 07 deg. 50 min. 20 sec. W a distance of 14.23 feet to a cotton picker spindle 70.00 feet left of Osage Beach Parkway centerline station 216+50.00; thence on a non-tangential curve to the right, the radius being 1343.57 feet, the central angle being 16 deg. 24 min. 09 sec., the arc length being 384.64 feet, the chord being S 88 deg. 58 min. 12 sec. W a distance of 383.32 feet to a monument 70.00 feet left of Osage Beach Parkway centerline C.S. station 220+14.50 (plan=220+13.80), thence continue along and with said Right-of Way Line 70 feet left of and parallel to a spiral curve to the right; (said spiral curve having a length of 200.00 feet, an X distance of 199.88 feet along the main tangent, and a Y distance of 5.23 feet offset from the main tangent); the chord of said Right-of Way Line being N 79 deg. 50 min. 58 sec. W a distance of 205.44 feet to a monument 70.00 feet left of Osage Beach Parkway centerline S.T. station 222+14.50 (plan=222+13.80); thence N 78 deg. 19 min. 48 sec. W a distance of 249.16 feet to a found steel marker 70.00 feet left of Osage Beach Parkway centerline T.S. station 224+63.66 (plan=224+63.90), said marker bears N 80 deg. 40 min. 11 sec. W a distance of 1497.62 feet from a 1" O.D. Gas Pipe at the Southwest corner of Section 11, Township 39 North, Range 16 West as shown on Document Number 600-34858 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence departing the Southerly Right-of-Way Line, N 11 deg. 42 min. 51 sec. E a distance of 130.00 feet to a found steel marker 60.00 feet right of Osage Beach Parkway centerline T.S. station 224+63.66 (plan=224+63.90), said steel marker being on the Right or Northerly Right-of-Way Line of Osage Beach Parkway; thence along and with the said Northerly Right-of-Way Line the following courses: S 78 deg. 19 min. 48 sec. E a distance of 249.06 feet to a monument 60.00 feet right of Osage Beach Parkway centerline S.T. station 222+14.50 (plan=222+13.80); thence S 73 deg. 46 min. 02 sec. E a distance of 113.57 feet to a monument 50.00 feet right of Osage Beach Parkway centerline station 221+00.00; thence S 82 deg. 30 min. 14 sec. E a distance of 144.78 feet to a chiseled "x" 50.00 feet right of Osage Beach Parkway centerline station 219+50.00; thence N 73 deg. 15 min. 43 sec. E a distance of 817.89 feet to a found copperweld 70.00 feet right of Osage Beach Parkway centerline 210+75; thence on a non-tangential curve to the left, the radius being 1203.57 feet, the central angle being 05 deg. 23 min. 18 sec., the arc length being 113.19 feet, the chord being N 52 deg. 11 min. 56 sec. E a distance of 113.15 feet to a cotton picker spindle 70.00 feet right of Osage Beach Parkway centerline S.C. station 209+55.26 (plan=209+56) thence continue along and with said Right-of Way Line 70 feet left of and parallel to a spiral curve to the left (said spiral curve having a length of 200.00 feet, an X

distance of 199.88 feet along the main tangent, and a Y distance of 5.23 feet offset from the main tangent); the chord of said Right-of Way Line being N 46 deg. 29 min. 07 sec. E a distance of 194.45 feet to a point which falls in a drop inlet 70.00 feet right of Osage Beach Parkway centerline T.S. station 207+55.26 (plan=207+56); thence N 45 deg. 00 min. 24 sec. E a distance of 161.56 feet to a cotton picker spindle 70.00 feet right of Osage Beach Parkway centerline S.T. station 205+93.70 (plan=205+92.1); thence N 62 deg. 13 min. 16 sec. E a distance of 68.12 feet to a monument 50.00 feet right of Osage Beach Parkway centerline station 205+29.00 thence continue along and with said Right-of Way Line 70 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 200.00 feet , an X distance of 199.90 feet along the main tangent, and a Y distance of 4.65 feet offset from the main tangent); the chord of said Right-of Way Line being N 46 deg. 55 min. 04 sec. E a distance of 138.40 feet to a monument 50.00 feet right of Osage Beach Parkway centerline C.S. equation station 203+92.91 Back=203+93.70 Ahead (plan=203+92.1); thence N 48 deg. 00 min. 45 sec. E a distance of 148.70 feet to a monument 60.00 feet right of Osage Beach Parkway centerline station 202+50.00; thence on a non-tangential curve to the right, the radius being 1372.69 feet, the central angle being 21 deg. 59 min. 44 sec., the arc length being 526.97 feet, the chord being N 64 deg. 49 min. 35 sec. E a distance of 523.74 feet to a cotton picker spindle 60.00 feet right of Osage Beach Parkway centerline S.C. station 197+44.80 (plan=197+46.7); thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 200.00 feet , an X distance of 199.90 feet along the main tangent, and a Y distance of 4.65 feet offset from the main tangent); the chord of said Right-of Way Line being N 77 deg. 35 min. 07 sec. E a distance of 204.58 feet to a cotton picker spindle 60.00 feet right of Osage Beach Parkway centerline T.S. Equation Station 195+45.23 Back = 195+44.80 Ahead; thence N 78 deg. 55 min. 46 sec. E a distance of 110.60 feet to a monument 60.00 feet right of Osage Beach Parkway centerline S.T. station 194+34.20; thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the left (said spiral curve having a length of 200.00 feet, an X distance of 199.90 feet along the main tangent, and a Y distance of 4.65 feet offset from the main tangent), the chord of said Right-of Way Line being N 77 deg. 36 min. 35 sec. E a distance of 195.84 feet to a monument 60.00 feet right of Osage Beach Parkway centerline C.S station 192+34.27 Back = 192+34.20 Ahead; thence on a non-tangential curve to the left, the radius being 1372.69 feet, the central angle being 05 deg. 22 min. 05 sec., the arc length being 128.61 feet, the chord being N 72 deg. 14 min. 36 sec. E a distance of 128.56 feet to a monument 60.00 feet right of Osage Beach Parkway centerline station 191+00.00; thence N 55 deg. 41 min. 29 sec. E a distance of 97.19 feet to a found steel marker 80.00 feet right of Osage Beach Parkway centerline station 190+00.00; thence on a non-tangential curve to the left, the radius being 1352.69 feet, the central angle being 10 deg. 27 min. 51 sec., the arc length being 247.04 feet, the chord being N 60 deg. 19 min. 37 sec. E a distance of 246.70 feet to a found copperweld 80.00 feet right of Osage Beach Parkway centerline S.C. station 187+38.40; thence N 55 deg. 21 min. 04 sec. E a distance of 194.86 feet to a found copperweld 70.00 feet right of Osage Beach Parkway centerline T.S equation station 185+38.17 Back=185+38.4 Ahead; thence N 51 deg. 05 min. 46 sec. E a distance of 122.17 feet to the point of beginning, containing 12.4 acres, subject to all rights-of-way, easements,

restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Also, all of grantor's interest in land and permanent easements acquired by deeds of record in Book 369 Page 557, Book 371 Page 479, Book 371 Page 868, Book 371 Page 869, Book 372 Page 110, Book 376 Page 791, Book 388 Page 684, and Book 388 Page 861; and also land and permanent easements acquired as Parcel No. 9, Parcel No. 103 and Parcel No. 104 by Condemnation in Camden County Circuit Court Case No. CV192-591CC.

A tract of land situated in the Southeast Quarter of Section 10, the North and West Halves of Section 15, the East Half of Section 16, and the North and East Halves of Section 21, Township 39 North, Range 16 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a 1" O.D. Pipe at the Southeast Corner of Section 10, Township 39 North, Range 16 West as shown on Document Number 600-34858 as recorded at the Missouri Department of Natural Resources' Land Survey Program ; thence N 65 deg. 14 min. 42 sec. W a distance of 814.99 feet to a cut "x" 104.04 feet left of Osage Beach Parkway (formerly known as Route 54) centerline station 228+00.00 , said cut "x" being on the Southeasterly Right-of-Way Line of Osage Beach Parkway and also being the POINT OF BEGINNING of this description; thence, along and with the said Right-of-Way line the following courses: S 84 deg. 32 min. 14 sec. W a distance of 644.40 feet to a found steel marker 60.00 feet left of Osage Beach Parkway centerline station 234+85.00; thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the left (said spiral curve having a length of 300.00 feet ,an X distance of 299.67 feet along the main tangent, and a Y distance of 10.46 feet offset from the main tangent); the chord of said Right-of Way Line being S 68 deg. 54 min. 33 sec. W a distance of 103.15 feet to a found steel marker 60.00 feet left of Osage Beach Parkway centerline S.T. station 235+88.90; thence S 68 deg. 40 min. 12 sec. W a distance of 1764.66 feet to a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument, 60.00 feet left of Osage Beach Parkway centerline T.S. station 253+53.56 (record 253+54.50); thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the left (said spiral curve having a length of 300.00 feet, an X distance of 299.67 feet along the main tangent, and a Y distance of 10.46 feet offset from the main tangent); the chord of said Right-of Way Line being S 68 deg. 11 min. 44 sec. W a distance of 144.94 feet to a found steel marker 60.00 feet left of Osage Beach Parkway centerline station 255+00.00; thence S 51 deg. 23 min. 21 sec. W a distance of 923.31 feet to a found steel marker 60.00 feet left of Osage Beach Parkway centerline station 264+60.00; thence S 44 deg. 34 min. 41 sec. W a distance of 240.21 feet to a found copperweld 50.00 feet left of Osage Beach Parkway centerline station 267+00.00; thence S 42 deg. 11 min. 32 sec. W a distance of 200.00 feet to a found copperweld 50.00 feet left of Osage Beach Parkway centerline station 269+00.00; thence S 36 deg. 28 min. 54 sec. W a distance of 100.50 feet to a found rebar with cap stamped LS 1670, 60.00 feet left of Osage Beach Parkway centerline station 270+00.00; thence S 42 deg. 11 min. 32 sec. W a distance of 700.00 feet to a

361+00.00; thence N 10 deg. 04 min. 50 sec. W a distance of 101.98 feet to a monument 60.00 feet right of Osage Beach Parkway centerline station 360+00.00; thence N 21 deg. 23 min. 26 sec. W a distance of 1000.00 feet to a monument 60.00 feet right of Osage Beach Parkway centerline station 350+00.00; thence N 27 deg. 06 min. 04 sec. W a distance of 100.50 feet to a found steel marker 70.00 feet right of Osage Beach Parkway centerline station 349+00.00; thence N 21 deg. 23 min. 26 sec. W a distance of 300.00 feet to a point which falls in the face of a concrete curb, 70.00 feet right of Osage Beach Parkway centerline station 346+00.00; thence N 15 deg. 40 min. 47 sec. W a distance of 100.50 feet to monument 60.00 feet right of Osage Beach Parkway centerline station 345+00.00; thence N 21 deg. 23 min. 26 sec. W a distance of 905.30 feet to a monument 60.00 feet right of Osage Beach Parkway centerline S.T. Equation station 335+93.93 Back = 335+94.70 ahead; thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 300.00 feet, an X distance of 299.58 feet along the main tangent, and a Y distance of 11.77 feet offset from the main tangent); the chord of said Right-of Way Line being N 19 deg. 06 min. 55 sec. W a distance of 306.88 feet to a monument 60.00 feet right of Osage Beach Parkway centerline C.S. station 332+93.93; thence on a curve to the right having a radius of 1333.57 feet, having a central angle of 35 deg. 43 min. 37 sec., an arc distance of 831.55 feet to a found steel marker 60.00 feet right of Osage Beach Parkway centerline station 325+00.00; thence N 26 deg. 04 min. 18 sec. E a distance of 104.63 feet to a point not set due to utilities 55.00 feet right of Osage Beach Parkway centerline station 324+00.00 ; thence on a curve to the right having a radius of 1333.57 feet, having a central angle of 04 deg. 28 min. 59 sec., an arc distance of 104.35 feet to a point not set due to utilities 55.00 feet right of Osage Beach Parkway centerline station 323+00.00; thence N 30 deg. 28 min. 05 sec. E a distance of 124.56 feet to a found rebar with cap stamped MOPG1 60.00 feet right of Osage Beach Parkway centerline S.C. station 321+80.90, said point bears S 85 deg. 20 min. 27 sec. E a distance of 131.59 feet from Commencing at Flintstone at the South quarter corner of Section 16, Township 39 North, Range 16 West, as shown on Document Number 600-25940 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 300.00 feet ,an X distance of 299.58 feet along the main tangent, and a Y distance of 11.77 feet offset from the main tangent); the chord of said Right-of Way Line being N 39 deg. 55 min. 01 sec. E a distance of 306.88 feet to a found copperweld 60.00 feet right of Osage Beach Parkway centerline T.S. station 318+80.90; thence N 42 deg. 11 min. 32 sec. E a distance of 880.90 feet to a cotton picker spindle 60.00 feet right of Osage Beach Parkway centerline station 310+00.00; thence N 30 deg. 52 min. 56 sec. E a distance of 101.98 feet to a monument 80.00 feet right of Osage Beach Parkway centerline station 309+00.00; thence N 42 deg. 11 min. 32 sec. E a distance of 500.00 feet to a monument 80.00 feet right of Osage Beach Parkway centerline station 304+00.00; thence N 53 deg. 30 min. 08 sec. E a distance of 101.98 feet to a cut "x" 60.00 feet right of Osage Beach Parkway centerline station 303+00.00; thence N 42 deg. 11 min. 32 sec. E a distance of 1884.51 feet to a found chiseled "x" 60.00 feet right of Osage Beach Parkway centerline station 284+15.49 (284+16 per J5P0480 final plans) ; thence N 42 deg. 11 min. 32 sec. E a distance of 1216.00 feet to a monument

60.00 feet right of Osage Beach Parkway centerline station 272+00.00; thence N 36 deg. 28 min. 54 sec. E a distance of 100.50 feet to a found copperweld 70.00 feet right of Osage Beach Parkway centerline station 271+00.00; thence N 42 deg. 11 min. 32 sec. E a distance of 784.36 feet to a monument 70.00 feet right of Osage Beach Parkway centerline S.T. station 263+15.64 (plan=263+15.10); thence continue along and with said Right-of Way Line 70 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 300.00 feet, an X distance of 299.67 feet along the main tangent, and a Y distance of 10.46 feet offset from the main tangent); the chord of said Right-of Way Line being N 43 deg. 14 min. 03 sec. E a distance of 219.40 feet to a monument 70.00 feet right of Osage Beach Parkway centerline station 261+00.00; thence N 53 deg. 10 min. 26 sec. E a distance of 88.19 feet to a monument 60.00 feet right of Osage Beach Parkway centerline C.S. station 260+15.64 (plan=260+15.10); thence on a curve to the right having a radius of 1492.39 feet, having a central angle of 14 deg. 29 min. 00 sec., an arc distance of 377.25 feet to a found steel marker 60.00 feet right of Osage Beach Parkway centerline S.C. station 256+53.56 (plan=256+54.30); thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 300.00 feet, an X distance of 299.67 feet along the main tangent, and a Y distance of 10.46 feet offset from the main tangent); the chord of said Right-of Way Line being N 66 deg. 39 min. 01 sec. E a distance of 306.13 feet to a monument 60.00 feet right of Osage Beach Parkway centerline T.S. station 253+53.56 (plan=253+54.50); thence N 68 deg. 40 min. 12 sec. E a distance of 1764.66 feet to a found steel marker 60.00 feet right of Osage Beach Parkway centerline S.T. station 235+88.90; thence continue along and with said Right-of Way Line 60 feet left of and parallel to a spiral curve to the right (said spiral curve having a length of 300.00 feet, an X distance of 299.67 feet along the main tangent, and a Y distance of 10.46 feet offset from the main tangent); the chord of said Right-of Way Line being N 70 deg. 41 min. 26 sec. E a distance of 306.13 feet to a monument 60.00 feet right of Osage Beach Parkway centerline C.S. station 232+88.90; thence on a curve to the right having a radius of 1492.39 feet, having a central angle of 19 deg. 33 min. 22 sec., an arc distance of 509.38 feet to a monument 60.00 feet right of Osage Beach Parkway centerline station 228+00.00; thence departing the aforesaid Northwesterly line. S 04 deg. 13 min. 34 sec. W a distance of 164.04 feet to the point of beginning, containing 40.65 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Service Road

A tract of land situated in the Southwest Quarter of Section 11 and the Southeast Quarter of Section 10, Township 39 North, Range 16 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a 16"x12"x8" Flintstone at the West Quarter Corner of Section 11, Township 39 North, Range 16 West, as shown on Document Number 600-46098 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence S 81 deg. 15 min. 11 sec. E a distance of 2331.02 feet to a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument 150.00 feet right of Route 54

Median (Modot Project#J5P0347A) centerline station, hereinafter referred to as Route 54 190+00.00, said monument being on the New Northerly Boundary Line of Route 54, said monument also being the POINT OF BEGINNING of this description; thence, along and with the New Northerly Boundary Line of Route 54, also being the New Southerly Boundary Line of a Service Road the following Courses: S 22 deg. 24 min. 40 sec. E a distance of 90.00 feet to a monument 60.00 feet right of Route 54 centerline station 190+00.00; thence S 66 deg. 11 min. 25 sec. W a distance of 630.91 feet to a monument 60.00 feet right of Route 54 centerline station 196+30.00; thence S 70 deg. 31 min. 40 sec. W a distance of 1469.70 feet to a monument 175.00 feet right of Route 54 centerline station 211+00.00; thence N 79 deg. 29 min. 13 sec. W a distance of 325.16 feet to a monument 341.00 feet right of Route 54 centerline station 214+00.00; thence N 34 deg. 56 min. 44 sec. W a distance of 531.39 feet to a monument 845.00 feet right of Route 54 centerline station 216+00.00; thence S 57 deg. 27 min. 18 sec. W a distance of 1234.81 feet to a monument 325.00 feet right of Route 54 centerline station 228+40.00; thence S 68 deg. 34 min. 17 sec. W a distance of 789.83 feet to a monument 110.00 feet right of Route 54 centerline station 236+00.00; thence S 84 deg. 22 min. 03 sec. W a distance of 700.00 feet to a monument 110.00 feet right of Route 54 centerline station 243+00.00; thence departing the aforesaid boundary lines, N 07 deg. 06 min. 46 sec. E a distance of 112.90 feet to a monument 70.00 feet right of Service Road centerline station 65+90.00, said monument being on the New Northerly Boundary Line of the Service Road; thence, along and with said Northerly Boundary Line the following courses: N 84 deg. 21 min. 33 sec. E a distance of 509.87 feet to a monument 70.00 feet right of Service Road centerline station 60+80.00; thence N 18 deg. 24 min. 20 sec. E a distance of 127.99 feet to a monument 185.00 feet right of Service Road centerline station 60+15.00; thence S 69 deg. 40 min. 36 sec. E a distance of 83.62 feet to a monument 140.00 feet right of Service Road centerline station 59+30.00; thence S 08 deg. 03 min. 40 sec. E a distance of 80.50 feet to a monument 60.00 feet right of Service Road centerline station 59+40.00; thence N 82 deg. 13 min. 43 sec. E a distance of 37.92 feet to a monument 55.00 feet right of Service Road centerline station 59+00.00; thence N 64 deg. 59 min. 24 sec. E a distance of 280.48 feet to a monument 75.00 feet right of Service Road centerline station 56+15.00; thence N 62 deg. 14 min. 55 sec. E a distance of 560.23 feet to a monument 115.00 feet right of Service Road centerline station 50+40.00; thence N 00 deg. 40 min. 59 sec. W a distance of 233.84 feet to a monument 315.00 feet right of Service Road centerline station 49+10.00; thence N 89 deg. 53 min. 23 sec. E a distance of 83.22 feet to a monument 270.00 feet right of Service Road centerline station 48+40.00; thence S 00 deg. 22 min. 28 sec. E a distance of 130.38 feet to a monument 160.00 feet right of Service Road centerline station 49+10.00; thence S 32 deg. 50 min. 44 sec. E a distance of 60.00 feet to a monument 100.00 feet right of Service Road centerline station 49+10.00; thence N 57 deg. 09 min. 16 sec. E a distance of 580.00 feet to a monument 100.00 feet right of Service Road centerline station 43+30.00; thence N 08 deg. 13 min. 19 sec. W a distance of 132.00 feet to a monument 220.00 feet right of Service Road centerline station 42+75.00; thence N 85 deg. 03 min. 06 sec. E a distance of 96.18 feet to a monument 175.00 feet right of Service Road centerline station 41+90.00; thence S 11 deg. 02 min. 39 sec. E a distance of 80.78 feet to a monument 100.00 feet right of Service Road centerline

station 42+20.00; thence N 56 deg. 44 min. 31 sec. E a distance of 338.08 feet to a monument 115.00 feet right of Service Road centerline station 39+20.00; thence S 71 deg. 39 min. 06 sec. E a distance of 241.06 feet to a monument 80.00 feet left of Case Road centerline station 21+41.30; thence S 40 deg. 09 min. 32 sec. E a distance of 177.20 feet to a monument 90.00 feet right of Case Road centerline station 21+91.30; thence S 27 deg. 38 min. 18 sec. E a distance of 261.86 feet to a monument 80.00 feet right of Service Road centerline station 33+35.00; thence S 89 deg. 30 min. 42 sec. E a distance of 288.79 feet to a monument 130.00 feet right of Service Road centerline station 29+60.00; thence N 16 deg. 03 min. 49 sec. E a distance of 224.26 feet to a monument 315.00 feet right of Service Road centerline station 28+15.00; thence S 56 deg. 37 min. 10 sec. E a distance of 272.61 feet to a monument 98.00 feet right of Service Road centerline station 26+50.00; thence N 81 deg. 56 min. 20 sec. E a distance of 40.79 feet to a monument 90.00 feet right of Service Road centerline station 26+10.00; thence N 70 deg. 37 min. 44 sec. E a distance of 375.00 feet to a monument 90.00 feet right of Service Road centerline station 22+35.00; thence N 19 deg. 22 min. 16 sec. W a distance of 115.00 feet to a monument 205.00 feet right of Service Road centerline station 22+35.00; thence N 68 deg. 32 min. 47 sec. E a distance of 55.04 feet to a monument 207.00 feet right of Service Road centerline station 21+80.00; thence N 88 deg. 14 min. 29 sec. E a distance of 66.10 feet to a monument 187.00 feet right of Service Road centerline station 21+17.00; thence S 26 deg. 22 min. 21 sec. E a distance of 57.43 feet to a monument 130.00 feet right of Service Road centerline station 21+10.00; thence N 70 deg. 37 min. 44 sec. E a distance of 100.00 feet to a monument 130.00 feet right of Service Road centerline station 20+10.00; thence S 56 deg. 14 min. 28 sec. E a distance of 50.00 feet to a monument 90.00 feet right of Service Road centerline station 19+80.00 thence N 69 deg. 54 min. 31 sec. E a distance of 424.34 feet to a monument 90.00 feet right of Service Road centerline station 15+50.00; thence N 16 deg. 38 min. 40 sec. E a distance of 104.80 feet to a monument 170.00 feet right of Service Road centerline station 14+80.00; thence N 65 deg. 59 min. 03 sec. E a distance of 80.00 feet to a monument 170.00 feet right of Service Road centerline station 14+00.00; thence N 89 deg. 44 min. 03 sec. E a distance of 114.91 feet to a monument 123.72 feet right of Service Road centerline station 12+94.82; thence N 89 deg. 43 min. 56 sec. E a distance of 158.22 feet to a monument 21.80 feet right of Service Road centerline station 11+26.83; thence N 66 deg. 44 min. 40 sec. E a distance of 171.58 to the point of beginning, containing 20.36 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Case Road

A tract of land situated in the Southwest Quarter of Section 11, Township 39 North, Range 16 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a 16"x12"x8" Flintstone at the West Quarter Corner of Section 11, Township 39 North, Range 16 West, as shown on Document Number 600-46098 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence S 02 deg. 49 min. 19 sec. E a distance of 748.90 feet to a 5/8 inch rebar with

aluminum cap, hereinafter referred to as a monument 90.00 feet right of Case Road centerline station 21+91.30, said monument being on the New Southerly Boundary Line of Case Road, said monument also being the POINT OF BEGINNING of this description; thence, along and with the said Southerly Boundary Line the following courses: N 60 deg. 36 min. 13 sec. E a distance of 305.96 feet to a monument 60.00 feet right of Case Road centerline station 24+95.79; thence N 50 deg. 30 min. 40 sec. E a distance of 155.65 feet to a monument 39.79 feet right of Case Road centerline station 26+36.19; thence N 29 deg. 37 min. 50 sec. E a distance of 58.65 feet to a monument 19.80 feet right of Case Road centerline station 26+91.33; thence N 40 deg. 25 min. 48 sec. W a distance of 40.00 feet to a monument 20.20 feet left of Case Road centerline station 26+91.33; thence departing said Southerly Boundary Line N 88 deg. 23 min. 37 sec. W a distance of 74.67 feet to a monument 70.21 feet left of Case Road centerline station 26+35.87, said monument being on the New Northerly Boundary Line of Case Road; thence along and with said Northerly Boundary Line the following courses: on a curve to the right having a radius of 407.46 feet, having a central angle of 16 deg. 49 min. 52 sec., an arc distance of 119.69 feet to a monument 70.00 feet left of Case Road centerline station 24+95.79; thence S 66 deg. 13 min. 50 sec. W a distance of 154.49 feet to a monument 70.00 feet left of Case Road centerline station 23+41.30; thence S 71 deg. 56 min. 28 sec. W a distance of 100.50 feet to a monument 80.00 feet left of Case Road centerline station 22+41.30; thence S 66 deg. 13 min. 50 sec. W a distance of 100.00 feet to a monument 80.00 feet left of Case Road centerline station 21+41.30; thence departing said Northerly Boundary Line S 40 deg. 09 min. 32 sec. E a distance of 177.20 feet to the point of beginning, containing 1.59 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Also, a Permanent Utility Easement described as follows: BEGINNING at a monument 123.72 feet right of Service Road centerline station 12+94.82, said monument being on the New Northerly Boundary Line of the Service Road; thence, departing the said Northerly Boundary Line, along and with the Permanent Easement Line the following courses: N 00 deg. 00 min. 17 sec. E a distance of 15.01 feet to a monument 137.43 feet right of Service Road centerline station 12+88.71; thence S 89 deg. 45 min. 49 sec. W a distance of 117.98 feet to a monument 185.00 feet right of Service Road centerline station 13+96.67; thence S 65 deg. 59 min. 03 sec. W a distance of 90.22 feet to a monument 185.00 feet right of Service Road centerline station 14+86.89; thence S 16 deg. 38 min. 34 sec. W a distance of 104.17 feet to a monument 105.34 feet right of Service Road centerline station 15+57.03; thence S 69 deg. 54 min. 32 sec. W a distance of 409.19 feet to a monument 105.09 feet right of Service Road centerline station 19+72.56; thence N 56 deg. 14 min. 19 sec. W a distance of 49.89 feet to a monument 145.00 feet right of Service Road centerline station 20+02.49; thence S 70 deg. 37 min. 44 sec. W a distance of 13.77 feet to a monument 145.00 feet right of Service Road centerline station 20+16.26; thence S 19 deg. 22 min. 16 sec. E a distance of 15.00 feet to a monument 130.00 feet right of Service Road centerline station 20+16.26, said monument being on the New Northerly Boundary Line of the Service Road; thence along and with said Northerly Boundary Line the following courses: N 70 deg. 37 min. 44 sec. E a distance of 6.26 feet to a monument 130.00 feet

right of Service Road centerline station 20+10.00; thence S 56 deg. 14 min. 28 sec. E a distance of 50.00 feet to a monument 90.00 feet right of Service Road centerline station 19+80.00; thence N 69 deg. 54 min. 31 sec. E a distance of 424.34 feet to a monument 90.00 feet right of Service Road centerline station 15+50.00; thence N 16 deg. 38 min. 40 sec. E a distance of 104.80 feet to a monument 170.00 feet right of Service Road centerline station 14+80.00; thence N 65 deg. 59 min. 03 sec. E a distance of 80.00 feet to a monument 170.00 feet right of Service Road centerline station 14+00.00; thence N 89 deg. 44 min. 03 sec. E a distance of 114.91 feet to the point of beginning, containing 0.27 acres.

Key Largo Road

A tract of land situated in the Southwest quarter of the Southeast quarter of Section 21, Township 39 North, Range 16 West, 5th P.M., in the County of Camden, State of Missouri, more particularly described as follows:

Commencing at a Flintstone at the South Quarter Corner of Section 21, Township 39 North, Range 16 West as shown on Document Number 600-47186 as recorded at the Missouri Department of Natural Resources' Land Survey Program; thence N 23 deg. 49 min. 46 sec. E a distance of 1437.48 feet to a 5/8 inch rebar with aluminum Cap, hereinafter referred to as a monument, 190.00 feet right of Route 54 Median Centerline Station 377+17.00, said monument being on the existing Westerly Right of Way line of Route 54, (MoDOT project#J5P0347A), (hereinafter referred to as Right of Way line) said monument also being the POINT OF BEGINNING of this description; thence, along and with the Right of Way line the following courses: S 22 deg. 23 min. 02 sec. E a distance of 235.57 feet to a monument 190.00 feet right of Route 54 Median Centerline P.C. Station 379+52.57; thence S 07 deg. 19 min. 17 sec. W a distance of 104.04 feet to a monument 240.00 feet right of Route 54 Median Centerline Station 380+51.22; thence on a non-tangential curve to the right, the radius being 2624.79 feet, the central angle being 06 deg. 46 min. 58 sec., the arc length being 310.73 feet, the chord being S 17 deg. 01 min. 11 sec. E a distance of 310.54 feet to a monument 240.00 feet right of Route 54 Median centerline station 383+90.36, said monument being at the intersection of aforesaid Right of Way line as described in Camden County Deed Book 597, Page 793 and the Northerly line of Lot 37 of Key Largo Plat 1, a subdivision recorded in Camden County Plat Book 12, Page 42; thence departing the Right of Way line, along and with said Northerly Lot line, N 87 deg. 48 min. 00 sec. E a distance of 1.56 feet to a monument at the Northeast corner of said Lot 37, said monument being 238.47 feet right of Route 54 Median centerline station 383+90.69; thence departing said Northerly Lot line, along and with the Easterly Line of Key Largo Plat 1, S 02 deg. 07 min. 52 sec. E a distance of 248.75 feet to a point not set due to utilities 276.52 feet right of Route 54 Median centerline station 386+60.90, said monument being at the intersection of said Easterly line and the Right of Way line, thence departing said Easterly line and continuing along and with the Right of Way line the following courses: S 25 deg. 06 min. 29 sec. W a distance of 43.20 feet to a monument 300.00 feet right of Route 54 Median Centerline Station 387+01.22; thence S 05 deg. 54 min. 40 sec. E a distance of 134.28 feet to a monument 300.00 feet right of Route 54 Median Centerline Station 388+51.22; thence S 31 deg. 06 min. 55 sec. E a distance of 208.08 feet to a monument 200.00

feet right of Route 54 Median Centerline Station 390+51.22; thence S 26 deg. 15 min. 05 sec. E a distance of 110.53 feet to a monument 150.00 feet right of Route 54 Median Centerline Station 391+56.22; thence, departing the Right of Way line, N 71 deg. 12 min. 23 sec. E a distance of 58.63 feet to a monument 95.00 feet right of Route 54 Median Centerline Station 391+35.00, said monument being on the new Easterly Boundary line of Key Largo Road, also being the new Westerly Boundary line of Route 54; thence along and with said Boundary lines the following courses: N 02 deg. 16 min. 51 sec. W a distance of 130.49 feet to a monument 100.00 feet right of Route 54 Median Centerline Station 390+00.00; thence N 08 deg. 52 min. 06 sec. W a distance of 682.98 feet to a monument 104.00 feet right of Route 54 Median Centerline Station 382+90.00; thence N 16 deg. 07 min. 47 sec. W a distance of 221.98 feet to a monument 97.00 feet right of Route 54 Median Centerline Station 380+60.00; thence N 22 deg. 34 min. 52 sec. W a distance of 306.34 feet to a monument 100.00 feet right of Route 54 Median Centerline Station 377+50.00; thence departing the aforesaid Boundary lines S 87 deg. 45 min. 08 sec. W a distance of 95.86 feet to the point of beginning, containing 4.02 acres., subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

This conveyance is made upon the express condition that Grantee, its successors and assigns, shall have no right of direct access from the land herein conveyed known as the Service Road and Key Largo Road to Route 54, all such rights of direct access being reserved by Grantor.

Grantee, by acceptance of this conveyance, covenant and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee. It is incumbent upon Grantee to seek its own professional opinion as to the resulting state of title.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said party of the second part, its heirs and assigns forever.

