

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

November 3, 2022 - 6:00 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S 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. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting October 20, 2022
- ▶ Bills List November 3, 2022

UNFINISHED BUSINESS

NEW BUSINESS

- A. Bill 22-84 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schneider Co. Inc. for the Amy Lane Roadway & Case Road Driveway Improvements Project for an amount not to exceed \$184,010. *First Reading*
- B. Bill 22-85 - An ordinance of the City of Osage Beach, Missouri amending Ordinance 19.55, Naegler Aviation Fuel Contract to increase the yearly not-to-exceed amount by \$250,000 per year, for a revised total yearly not to exceed \$1,150,000 per year for fuel purchases from Naegler Oil Co. Inc. *First Reading and Second Reading*
- C. Bill 22-86- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a Quick Claim Deed and three easement deeds needed for the Golfview Lane to Sea Breeze Drive Water Loop Project. *First Reading*
- D. Bill 22-87 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures for Airport Fuel. *First and Second Reading*
- E. Bill 22-88 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 150 in the Municipal Code establishing new 45 day notice deadlines within the process for the City's consideration of redevelopment plans and tax abatements pursuant to the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri. *First Reading*
- F. Discussion - Osage Beach Private Road Assessment

STAFF COMMUNICATIONS

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

MAYOR'S COMMUNICATIONS

ADJOURN

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

Representatives of the news media may obtain copies of this notice by contacting the following:

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
October 20, 2022**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, October 20, 2022, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Richard Ross, Alderman Kellie Schuman, Alderman Phyllis Marose, Alderman Bob 'Steen and Alderman Kevin Rucker. City Clerk Tara Berreth present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Building Official Ron White, Police Chief Todd Davis, Parks and Rec Manager Eric Gregory, City Planner Cary Patterson, City Treasurer Kerri Bell, Economic Development Specialist Mitchell Moon and IT Specialist Mikeal Bean.

CITIZEN'S COMMUNICATIONS

No public comments

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda. This motion was seconded by Alderman Becker. Motion passes with voice vote.

UNFINISHED BUSINESS

Bill 22-78 - An ordinance of the City of Osage Beach, Missouri, amending Section 115.150 of the Osage Beach Municipal Code to delete the requirement that the City Administrator be a resident of the city at the time of appointment. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 22-78. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 22.78 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.78 was passed and approved as Ordinance 22.78.

Bill 22-79 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with GEO Services LLC for the installation of six (6) City Hall Geothermal heat pump units in an amount not to exceed \$41,700.00. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 22-79. This motion was seconded by Alderman O'Steen. The following roll call was taken to approve the second and final reading of Bill 22.79 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.79 was passed and approved as Ordinance 22.79.

Bill 22-80 - An ordinance of the City of Osage Beach, Missouri, approving The Economic Development Fee Reimbursement Agreement Between The Preserve At Sycamore Creek LLC and The City Of Osage Beach, Missouri Pursuant to Section 135.025 of the Osage Beach Municipal Code. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 22-80. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 22.80 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.80 was passed and approved as Ordinance 22.80.

Bill 22-81 - An ordinance of the City of Osage Beach, Missouri, vacating undeveloped Right of Ways in the original "Osage Beach" subdivision by plat. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 22-81. This motion was seconded by Alderman O'Steen. The following roll call was taken to approve the second and final reading of Bill 22.81 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.81 was passed and approved as Ordinance 22.81.

NEW BUSINESS

Bill 22-82- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Columbia Capital Management LLC for Municipal Financial Advisory Services for a term of one year with two additional renewals of one year. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 22-82. This motion was seconded by Alderman Becker. Motion passes with voice vote.

Alderman Marose made a motion to approve the second reading of Bill 22-82. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 22.82 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.82 was passed and approved as Ordinance 22.82.

Bill 22-83 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Gilmore & Bell LLC for legal services concerning economic development issues for a term of one year with two additional renewals for one year. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 22-83. This motion was seconded by Alderman Becker. Motion passes with voice vote.

Alderman Marose made a motion to approve the second reading of Bill 22-83. This motion was seconded by Alderman Schuman. The following roll call was taken to approve the second and final reading of Bill 22.83 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.83 was passed and approved as Ordinance 22.83.

Motion to approve the purchase of a 70 HP submersible pump for CL05 from Municipal Equipment Company, Inc. for a not to exceed amount of \$36,513.

Alderman Becker made a motion to approve the purchase of a 70 HP submersible pump for CL05 from Municipal Equipment Company, Inc. for a not to exceed amount of \$36,513. This motion was seconded by Alderman O'Steen. Motion passes with a voice vote.

Discussion - Grand Harbor Pool Estimates

There are 3 bids that have been submitted.

STAFF COMMUNICATIONS

City Administrator Woods – Draft Budget – Friday (10/21/22) 1st Budget meeting Tuesday October 25, 2022.

Police Chief Davis - Crime Analyst starts Monday, October 24, 2022

Human Resources Generalist - Health Fair Friday October 21, 2022 at 7am

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Rucker – Learned a lot from the education meeting with Columbia Capital Jeff White on bonding. Great job to the School of the Osage on taking 1st place in Golf.

Alderman O'Steen – Preserve at Sycamore Creek – affordable housing – median household income \$53,000 in Camden County shows at the housing market supports the rental rates.

Alderman Marose – Put a call into MoDOT not the city responsibility to clean the bridge. Got a great response. Based on the elections in November for the recreational marijuana. Propose putting a ballot question to the vote of the people a special tax.

MAYOR'S COMMUNICATIONS

Great job on the Fall Festival. Magic Dragon bike trail great time. Forget Me Not Horse Ranch. Fall Festival at Nick's True Value Saturday October 22, 2022.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:15 pm. I, Tara Berreth, 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, on October 20, 2022, and approved November 3, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
November 4, 2022**

Bills Paid Prior to Board Meeting	\$	773,285.72
Payroll Paid Prior to Board Meeting	\$	154,176.80
SRF Transfer Prior to Board Meeting	\$	98,064.84
TIF Transfer Dierbergs	\$	96,250.66
Bills Pending Board Approval	\$	78,820.78
Total Expenses	\$	<u>1,200,598.80</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	88.00
			ADJUST PAYROLL DEDUCTIONS	16.00
			Dental Insurance Premiums	594.00
			Dental Insurance Premiums	594.00
			Dental Insurance Premium	135.00
			Dental Insurance Premium	135.00
			Health Insurance Contribut	1,008.15
			Health Insurance Contribut	1,008.15
			Health Insurance Contribut	772.20
			Health Insurance Contribut	772.20
			Vision Insurance Contribut	82.50
			Vision Insurance Contribut	82.50
			Vision Insurance Contribut	26.00
			Vision Insurance Contribut	26.00
			Vision Insurance Contribut	60.00
			Vision Insurance Contribut	60.00
		FAMILY SUPPORT PAYMENT CENTER	Case #01450465	282.00
			Case #01812565	115.38
		MO DEPT OF REVENUE	State Withholding	4,232.00
		INTERNAL REVENUE SERVICE	Fed WH	11,679.76
			FICA	7,944.15
			Medicare	1,857.90
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.13-
			Pre-Paid Legal Premiums	161.50
			Pre-Paid Legal Premiums	161.50
		ICMA	Loan Repayment	33.77
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	216.93
			Loan Repayment	182.34
			Loan Repayment	277.41
			Loan Repayment	233.43
			Retirment 457 &	3,175.33
			Retirement 457	1,120.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	310.70
			Loan Repayments	92.92
			Loan Repayments	215.76
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	115.98
			Retirment Roth IRA %	54.74
			Retirement Roth IRA	250.00
		COLONIAL LIFE & ACCIDENT	ADJUST PAYROLL DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	25.43
			American Fidelity	1,296.31
			American Fidelity	1,245.31
			American Fidelity	793.41
			American Fidelity	793.41
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	16.66
			Flexible Spending Accts -	16.66
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.08-
			Texas Life After Tax	127.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Texas Life After Tax	127.81
		HSA BANK	HSA Contribution	710.78
			HSA Family/Dep. Contributi	1,463.91
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	411.38-
			ADJUST PAYROLL DEDUCTIONS	52.66-
			Group Life Ins and Buy Up	3.50
			Group Life Ins and Buy Up	3.50
			Group Life Ins and Buy Up	122.80
			Group Life Ins and Buy Up	122.80
		MID AMERICA BANK	EBAY PURCHASE MISTAKE-PW	6.98
		WEBSTER COUNTY SHERIFF'S OFFICE	OTHER AGENCY CASH BOND	1,500.00
		ONE TIME VENDOR POLK COUNTY SHERIFFS O	OTHER AGENCY CASH BOND	<u>300.00</u>
			TOTAL:	47,366.43
Mayor & Board	General Fund	AT&T MOBILITY-CELLS	MAYOR CELL PHONE	44.57
		MID AMERICA BANK	PLANT-STARNES & VERNON BAB	<u>117.73</u>
			TOTAL:	162.30
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
		WELTY, MIKE	MILES MEDC MTG- M. WELTY	84.75
		INTERNAL REVENUE SERVICE	FICA	673.89
			Medicare	157.61
		ICMA	Retirement 401%	111.59
			Retirement 401	669.59
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	89.14
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	32.06
			Group Life Ins and Buy Up	55.82
			Short Term Disability Ins	21.00
			Short Term Disability Ins	21.00
		MID AMERICA BANK	LDGNG 4 STATE CONF-M. WELT	<u>291.68</u>
			TOTAL:	5,991.85
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	208.60
			Medicare	48.78
		LAKE SUN LEADER 81525 & 1586450	RFP- FINANCIAL ADVISORY	75.25
		ICMA	Retirement 401%	34.85
			Retirement 401	209.03
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	12.86
			Group Life Ins and Buy Up	7.50
			Short Term Disability Ins	10.51
			Short Term Disability Ins	10.51
		MID AMERICA BANK	CLERKS TRNG	56.00
			CLERKS MSTR CLASS CHRG-BER	<u>187.99</u>
			TOTAL:	2,452.82
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	638.88
			Medicare	149.42
		ICMA	Retirement 401%	105.43
			Retirement 401	632.55
		HSA BANK	HSA Contribution	18.76
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	30.65
			Group Life Ins and Buy Up	26.05
			Short Term Disability Ins	27.99
			Short Term Disability Ins	<u>27.99</u>
			TOTAL:	4,939.68
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	104.13
			Medicare	24.35
		ICMA	Retirement 401%	17.43
			Retirement 401	104.57
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.96
			Group Life Ins and Buy Up	5.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	1,607.22
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	411.27
			Medicare	96.18
		ICMA	Retirement 401%	67.19
			Retirement 401	403.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	18.15
			Group Life Ins and Buy Up	25.95
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	2,412.21
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	55.00
			Dental Insurance Premiums	55.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	935.38
			Health Insurance Contribut	935.38
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	539.52
			Medicare	126.17
		ICMA	Retirement 401%	89.87
			Retirement 401	539.24
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	216.19
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.74
			Group Dependent Life Ins	3.74
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	22.99
			Group Life Ins and Buy Up	40.27
			Short Term Disability Ins	24.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	24.50
		MID AMERICA BANK	PDF SUBSCRPTN- J. JOHNS	49.99
			WORK BOOTS- J. JOHNS	<u>179.99</u>
			TOTAL:	6,147.29
Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	253.80
		INTERNAL REVENUE SERVICE	FICA	77.70
			Medicare	18.17
		LAKE SUN LEADER 81525 & 1586450	RFP- HEAT PUMP	70.70
			RFP- RESTROOMS	74.20
			RFP- CITY SIDEWALK	152.95
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			CH FLOOR MATS	78.88
			BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
			CH FLOOR MATS	78.88
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 8/15-9/16/22	30.00
		B & H CLEANING	CITY HALL JANITORIAL SERVI	<u>2,136.69</u>
			TOTAL:	2,985.35
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	1,435.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	PARK TRASH SERVICE	124.76
		INTERNAL REVENUE SERVICE	FICA	510.91
			Medicare	119.49
		ICMA	Retirement 401%	37.97
			Retirement 401	497.96
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	130.38
			PARKS DEPT CELL PHONES	46.23
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.60
			PARKS DEPT UNIFORM RENTAL	7.00
			PARKS DEPT UNIFORM RENTAL	3.60
		KWIK KAR WASH DETAIL LUBE	KWIK KAR WASH- OBP2	63.00
		AMEREN MISSOURI	CP MAINT BLDG 8/15-9/15/22	49.95
			CP #2 DISPLAY C 8/15-9/15/	11.51
			CP SOCCER FIELDS 8/15-9/15	77.95
			CP #2 DISPLAY D 8/15-9/15/	11.51
			CP BALL FIELDS 8/15-9/15/2	722.90
			CP #2 DISPLAY B 8/15-9/15/	12.79
			CP #2 DISPLAY A 8/15-9/15/	11.51
		HSA BANK	HSA Contribution	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	9.68
			Group Life Ins and Buy Up	17.51
			Group Life Ins and Buy Up	14.47
			Short Term Disability Ins	28.00
			Short Term Disability Ins	28.00
		MID AMERICA BANK	CONCESSION SUPPLIES	49.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONCESSION SUPPLIES	11.04
			LAMINATOR & GLASS CLNR	<u>102.69</u>
			TOTAL:	5,869.24
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	13.50
			Dental Insurance Premium	13.50
			Health Insurance Contribut	430.50
			Health Insurance Contribut	430.50
			Vision Insurance Contribut	3.00
			Vision Insurance Contribut	3.00
		INTERNAL REVENUE SERVICE	FICA	235.25
			Medicare	55.01
		ICMA	Retirement 401%	38.63
			Retirement 401	231.81
		HSA BANK	HSA Contribution	56.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	8.83
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	10.50
			Short Term Disability Ins	10.50
		POWERS, KEGAN	MILEAGE REIMB LIV CONF-POW	208.75
		MID AMERICA BANK	ALUMINUM SIGNS-EMPLOYEE OF	57.42
			ALUMINUM SIGN-EMPLOYEE OF	16.32
			PRE EMPLOYMENT SCREENING	<u>52.00</u>
			TOTAL:	1,897.87
Overhead	General Fund	XEROX CORPORATION	CITY HALL COPIER LEASE	227.81
		MID AMERICA BANK	CLNG SUPPLIES- CHECK SCANN	<u>32.99</u>
			TOTAL:	260.80
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	308.00
			Dental Insurance Premiums	308.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	3,741.60
			Health Insurance Contribut	3,741.60
			Vision Insurance Contribut	44.00
			Vision Insurance Contribut	44.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,395.20
			Medicare	794.04
		ICMA	Retirement 401%	498.12
			Retirement 401	3,098.25
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	397.80
		XEROX CORPORATION	POLICE COPIER LEASE	227.81
		HSA BANK	HSA Contribution	225.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	975.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	18.19
			Group Dependent Life Ins	18.19
			Group Life Ins and Buy Up	24.20
			Group Life Ins and Buy Up	24.20
			Group Life Ins and Buy Up	142.66
			Group Life Ins and Buy Up	191.85
			Short Term Disability Ins	154.00
			Short Term Disability Ins	154.00
		RINER, STEPHEN	MEALS TASER CERT-S. RINER	40.00
		MID AMERICA BANK	KWIK KAR	29.00
			FOOD FOR TRNG- WOODS	160.77
			PERSON SEARCH 7/1-7/31/22	75.00
			TASER CERT COURSE-S. RINER	375.00
			MCDONALDS MEAL- PD	10.74
			PANDA EXPRESS- PD	14.93
			LA QUINTA LDGNG- PD	<u>159.00</u>
			TOTAL:	33,166.45
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	626.91
			Medicare	146.62
		ICMA	Retirement 401%	66.64
			Retirement 401	521.39
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.57
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	19.36
			Group Life Ins and Buy Up	19.36
			Group Life Ins and Buy Up	11.74
			Group Life Ins and Buy Up	20.34
			Short Term Disability Ins	42.00
			Short Term Disability Ins	<u>42.00</u>
			TOTAL:	5,027.75
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	935.42
			Health Insurance Contribut	935.42
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	234.89
			Medicare	54.94
		ICMA	Retirement 401%	39.48
			Retirement 401	236.88
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	2.42
			Group Life Ins and Buy Up	10.04
			Group Life Ins and Buy Up	17.76
			Short Term Disability Ins	10.50
			Short Term Disability Ins	<u>10.50</u>
			TOTAL:	2,684.39
Engineering	General Fund	COCHRAN ENGINEERING	OSAGE BEACH VETERANS MEMOR	2,388.25
			ENG GENERAL CONSULT 08/202	21,473.75
			AUTUMN LANE ENG 08/2022	105.00
			GREENWOOD DRAINAGE 08/2022	105.00
			BLUFF DR ENG 08/2022	2,406.25
			AMY LANE ENG 08/2022	2,433.75
			WATER MAIN LOOPING ENG 08/	4,897.50
			TAN TAR A L/S ENG 08/2022	2,583.75
			WELL PLUGGING ENG 08/2022	131.25
			CASE RD DRIVEWAY ENG 08/20	2,640.00
			SIDEWALK/DRIVEWAY ENG 08/2	42.50
			CITY PRK IRRIG ENG 08/2022	1,442.50
			253 W END CIR ENG 08/2022	65.00
			ELBOW CAY G/S ENG 08/2022	6,788.75
			WOODLAND COVE ENG 08/2022	325.00
			GENERAL INSPECTIONS 08/202	390.00
			PRECISION PAINT WORK 08/20	591.25
			OSAGE BEACH COMMONS 08/202	347.50
			AUTUMN LANE ENG 08/2022	42.50
			GREENWOOD CIR ENG 08/2022	825.00
			2021 MAJOR L/S ENG 08/2022	<u>78.75</u>
			TOTAL:	50,103.25
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		TYLER TECHNOLOGIES INC	TCM TRAINING	1,040.00
			TCM TRAINING	195.00
		INTERNAL REVENUE SERVICE	FICA	166.77
			Medicare	39.00
		ICMA	Retirement 401%	27.99
			Retirement 401	167.95
		AT&T INTERNET/IP SERVICES	LCF INTERNET 9/11/22	1,243.07
			PARK INTERNET 9/11/22	823.72
			CITY HALL INTERNET 9/19/22	1,670.92
			GG INTERNET 9/11/22	769.14
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	85.81
		HSA BANK	HSA Family/Dep. Contributi	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	14.79
			Group Life Ins and Buy Up	8.23
			Short Term Disability Ins	7.00
			Short Term Disability Ins	<u>7.00</u>
			TOTAL:	7,645.73
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	120.23
			Medicare	28.12
		LAKE SUN LEADER 81525 & 1586450	NPH- SYCAMORE CREEK 353 &	137.55
		POWERS ENTERTAINMENT GROUP LLC	ENTERTAINMENT- 2022 FALL F	9,950.00
		ICMA	Retirement 401%	19.39
			Retirement 401	116.35
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	44.57
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	5.81
			Group Life Ins and Buy Up	5.81
			Short Term Disability Ins	7.00
			Short Term Disability Ins	7.00
		THORNI RIDGE EXOTICS LLC	FALL FEST PET ZOO/PONY RID	2,450.00
		MID AMERICA BANK	2022 FALL FEST KOOZIES	737.00
			2022 FALL FEST LIP BALM	303.19
			MU CONF LDGNG- M. MOON	169.82
			2022 GOV CONF- M. MOON	365.65
			MU CONF REG- M. MOON	125.00
		MOON, MITCHELL	MILES MEDC MTG- M. MOON	23.12
		ONE TIME VENDOR POTTER'S HOUSE	FALL FEST BOUNCE HOUSE MON	<u>599.95</u>
			TOTAL:	15,215.56
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	258.24
			Health Insurance Contribut	258.24
			Health Insurance Contribut	20.20
			Health Insurance Contribut	20.20
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	1.36
			Vision Insurance Contribut	1.36
		MO DEPT OF REVENUE	State Withholding	572.25
		INTERNAL REVENUE SERVICE	Fed WH	1,348.81
			FICA	1,033.07
			Medicare	241.60
		LEGALSHIELD	Pre-Paid Legal Premiums	11.20
			Pre-Paid Legal Premiums	11.20
		ICMA	Retirment 457 &	170.13
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.86
			American Fidelity	88.86
			American Fidelity	19.45
			American Fidelity	19.45
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Texas Life After Tax	7.43
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	<u>35.82</u>
			TOTAL:	4,584.26
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	2,419.08
			Health Insurance Contribut	212.01
			Health Insurance Contribut	212.01
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	1.36
			Vision Insurance Contribut	1.36
		ALLIED SERVICES LLC	TRANS TRASH SERVICE	67.83
		INTERNAL REVENUE SERVICE	FICA	1,033.08
			Medicare	241.61
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- AMY LANE	123.90
		ICMA	Retirement 401%	110.39
			Retirement 401	662.36
		STOCKMAN CONSTRUCTION CORP	INDUSTRIAL DR IMPROV OB22-	119,661.53
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	455.61
		CINTAS CORPORATION	TRANSP DEPT UNIFORM RENTA	1.75
			TRANSP DEPT UNIFORM RENTA	1.75
			TRANSP DEPT UNIFORM RENTA	1.75
		PHILLIPS, MITCHELL	REIMB CDL LICENSE-M. PHILL	53.29
		XEROX CORPORATION	TRANSPORTATION COPIER LEAS	83.79
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	275.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.99
			Group Dependent Life Ins	4.99
			Group Life Ins and Buy Up	6.49
			Group Life Ins and Buy Up	6.49
			Group Life Ins and Buy Up	21.78
			Group Life Ins and Buy Up	32.82
			Short Term Disability Ins	32.69
			Short Term Disability Ins	32.69
		CONCRETE SOLUTIONS	SDWLK & DRVWY IMPROV OB22-	58,660.74
		COCHRAN ENGINEERING	EAST OB PKWY SUPP #2	2,288.60
			INDUSTRIAL DR PRJCT SUPP #	7,229.00
		B & H CLEANING	PW-TRANS JANITORIAL SERVIC	371.10
		CAPITAL ONE, N.A.	COFFEE	5.81
		MID AMERICA BANK	MACO CONF REG- P. LUCERO	60.00
			MACO CONF REG- M. PHILLIPS	<u>60.00</u>
			TOTAL:	199,001.59
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.52
			Dental Insurance Premiums	69.52
			Dental Insurance Premium	27.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	27.00
			Health Insurance Contribut	103.14
			Health Insurance Contribut	103.14
			Health Insurance Contribut	49.30
			Health Insurance Contribut	49.30
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	3.32
			Vision Insurance Contribut	3.32
		MO DEPT OF REVENUE	State Withholding	846.94
		INTERNAL REVENUE SERVICE	Fed WH	2,516.23
			FICA	1,259.76
			Medicare	294.63
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	379.81
			Retirement 457	146.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	146.25
			American Fidelity	146.25
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	48.72
			Texas Life After Tax	48.72
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	54.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	1.39
			Group Life Ins and Buy Up	1.39
		ONE TIME VENDOR LINTON, DAVID C	06-2180-01	38.05
			TOTAL:	6,547.46
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.52
			Dental Insurance Premiums	69.52
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	966.18
			Health Insurance Contribut	966.18
			Health Insurance Contribut	517.58
			Health Insurance Contribut	517.59
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	18.32
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	3.32
			Vision Insurance Contribut	3.32
		ALLIED SERVICES LLC	WATER TRASH SERVICE	67.83
		GOEHRI, GEORGE	OCT INSURANCE PREMIUM	59.25
		MO RURAL WATER ASSC	2022 OPERATIONS CONF- SCHI	250.00
			2022 OPERATIONS CONF-LUTTR	250.00
			2022 OPERATIONS CONF-WILBE	35.00
		INTERNAL REVENUE SERVICE	FICA	1,259.75
			Medicare	294.63
		ICMA	Retirement 401%	206.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	1,236.36
		BRENNTAG MID SOUTH INC	SODIUM HYPOCHLORITE	5,621.26
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	345.57
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.75
			WATER DEPT UNIFORM RENTAL	1.75
			WATER DEPT UNIFORM RENTAL	1.75
		XEROX CORPORATION	WATER COPIER LEASE	83.79
		AMEREN MISSOURI	LK RD 54-59 WELL 8/28-9/27	38.92
			SWISS VLG WELL 8/30-9/28/2	4,221.72
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	162.00
		DEVORE, CALEB	MILEAGE REIMB 10/1-10/7/22	84.38
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.05
			Group Dependent Life Ins	6.05
			Group Life Ins and Buy Up	6.44
			Group Life Ins and Buy Up	6.43
			Group Life Ins and Buy Up	40.85
			Group Life Ins and Buy Up	58.65
			Short Term Disability Ins	39.62
			Short Term Disability Ins	43.12
			Short Term Disabilty Ins	5.74
			Short Term Disabilty Ins	5.74
		STOUFER, TOMMIE L	MILEAGE REIMB 9/24-9/30/22	63.75
		B & H CLEANING	PW-WATER JANITORIAL SERVIC	371.10
		CAPITAL ONE, N.A.	COFFEE	5.81
		MID AMERICA BANK	UPS SIPPING- WATER	29.63
			CREDIT GE MDS RADIO- WATER	398.14-
			CDL- J. LUTTRELL	400.00
			WEA MEMB- K. CROOKS	88.50
			WEA MEMB- C. ROBINETT	172.50
		LUTTRELL, JOHN	MILEAGE REIMB 9/10-9/16/22	63.75
			TOTAL:	20,899.21
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	135.74
			Dental Insurance Premiums	135.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	181.47
			Health Insurance Contribut	181.47
			Health Insurance Contribut	227.50
			Health Insurance Contribut	227.50
			Vision Insurance Contribut	7.37
			Vision Insurance Contribut	7.37
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	15.32
			Vision Insurance Contribut	15.32
		MO DEPT OF REVENUE	State Withholding	664.81
		INTERNAL REVENUE SERVICE	Fed WH	1,245.26
			FICA	1,297.11
			Medicare	303.36
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	185.36
			Retirement 457	58.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	99.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	99.70
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.21
			Texas Life After Tax	7.21
		HSA BANK	HSA Family/Dep. Contributi	119.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	3.63
			Group Life Ins and Buy Up	1.82
			Group Life Ins and Buy Up	7.52
			Group Life Ins and Buy Up	4.00
			TOTAL:	5,289.11
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	135.74
			Dental Insurance Premiums	135.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,699.89
			Health Insurance Contribut	1,699.89
			Health Insurance Contribut	2,388.41
			Health Insurance Contribut	2,388.40
			Vision Insurance Contribut	7.36
			Vision Insurance Contribut	7.36
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	15.32
			Vision Insurance Contribut	15.32
		ALLIED SERVICES LLC	SEWER TRASH SERVICE	67.83
		INTERNAL REVENUE SERVICE	FICA	1,297.11
			Medicare	303.35
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- GRINDER STATIO	111.80
		ICMA	Retirement 401%	199.64
			Retirement 401	1,197.74
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	790.38
		TRAVIS HODGE HAULING LLC	HUFF-N-PUFF STATION REHAB	11,500.00
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.75
			SEWER DEPT UNIFORM RENTAL	1.75
			SEWER DEPT UNIFORM RENTAL	1.75
		XEROX CORPORATION	SEWER COPIER LEASE	83.78
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,056.31
			500 ST MORITZ S/P 8/17-9/1	24.37
			HAWTHORN DR L/S 8/23-9/22/	101.23
			5676 ROCKWOOD L/S 8/23-9/2	13.03
			GRINDER PUMPS & LIFT STATI	8,605.46
			5874 HWY 54 8/28-9/27/22	13.84
			1075 RUNABOUT 8/25-9/26/22	17.12
			GRINDER PUMPS & LIFT STATI	4,874.45
			GRINDER PUMPS & LIFT STATI	8,677.92
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	462.76
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.15
			Group Dependent Life Ins	7.15
			Group Life Ins and Buy Up	12.23
			Group Life Ins and Buy Up	11.28
			Group Life Ins and Buy Up	30.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	40.52
			Short Term Disability Ins	46.69
			Short Term Disability Ins	50.19
		B & H CLEANING	PW-SEWER JANITORIAL SERVIC	371.11
		CAPITAL ONE, N.A.	COFFEE	5.81
		MID AMERICA BANK	HI VIS VEST,MUCK BOOTS-GRO	225.48
			HI VIS VEST,MUCK BOOTS-HEG	225.47
			UPS SHIPPING-SCHONSTEDT RE	19.63
			SEWER PARTS FROM MENARDS	61.03
			LICENSED NB RADIOS- SEWER	1,043.81
			SEWER SUPPLIES- HARBOR FRE	111.92
			WEA MEMB- K. CROOKS	88.50
			WEA MEMB- C. ROBINETT	172.50
			DOUBLE TREE HILTON-C. ROBI	392.95
		MCGINNIS DENNIS	MILEAGE REIMB 9/9-9/16/22	262.50
			MILEAGE REIMB 9/23-9/30/22	37.50
		STONER CODY	MILEAGE REIMB 9/23-9/30/22	<u>232.50</u>
			TOTAL:	54,561.02
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	427.00
		INTERNAL REVENUE SERVICE	Fed WH	963.02
			FICA	857.09
			Medicare	200.45
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Retirement 457 &	148.65
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	88.64
			American Fidelity	88.64
			American Fidelity	118.12
			American Fidelity	118.12
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	31.25
			Flexible Spending Accts -	31.25
		HSA BANK	HSA Family/Dep. Contributi	<u>45.00</u>
			TOTAL:	4,231.72
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	857.09
			Medicare	200.45
		ICMA	Retirement 401%	91.67
			Retirement 401	682.15
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	44.57
		AMBULANCE REIMBURSEMENT SYSTEMS INC	SEPT AMBULANCE REIMBURSEME	1,835.87
		HSA BANK	HSA Family/Dep. Contributi	300.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	10.77
			Group Life Ins and Buy Up	16.33
			Short Term Disability Ins	21.00
			Short Term Disability Ins	21.00
			Short Term Disabilty Ins	12.86
			Short Term Disabilty Ins	12.86
		CAPITAL ONE, N.A.	LAUNDRY DETERGENT	29.91
			TOTAL:	10,020.03
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.00
			Dental Insurance Premiums	56.22
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	126.90
			Health Insurance Contribut	120.63
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	9.00
			Vision Insurance Contribut	8.56
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	203.60
		INTERNAL REVENUE SERVICE	Fed WH	305.15
			FICA	378.28
			Medicare	88.47
		LEGALSHIELD	Pre-Paid Legal Premiums	9.83
			Pre-Paid Legal Premiums	8.58
		ICMA	Retirment 457 &	27.36
			Retirement 457	45.00
			Loan Repayments	74.35
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	34.15
			American Fidelity	29.81
			American Fidelity	27.35
			American Fidelity	25.33
			TOTAL:	1,852.91
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.00
			Dental Insurance Premiums	56.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,188.73
			Health Insurance Contribut	1,130.04
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	9.00
			Vision Insurance Contribut	8.56
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	LCF TRASH SERVICE	65.79
		AMEREN MISSOURI	LCF RUNWAY LTS 8/31-9/30/2	60.58
			AP FIREHOUSE 8/31-9/30/22	32.75
		NAEGLER OIL CO	7,436 GAL LCF JET FUEL	34,945.69
		INTERNAL REVENUE SERVICE	FICA	378.28
			Medicare	88.47
		ICMA	Retirement 401%	45.63
			Retirement 401	352.24
		DISH NETWORK	SERV 9/29-10/28/22	87.08
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.29
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
			LCF UNIFORM RENTAL	8.99
			LCF UNIFORM RENTAL	8.99
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		EMERY SAPP & SONS INC	LCF APRON RECONSTRUCTION	222,171.94
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.82
			Group Dependent Life Ins	2.73
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	14.52
			Group Life Ins and Buy Up	10.66
			Group Life Ins and Buy Up	4.84
			Short Term Disability Ins	11.45
			Short Term Disability Ins	10.89
			Short Term Disabiilty Ins	11.23
			Short Term Disabiilty Ins	11.23
		B & H CLEANING	GG JANITORIAL SERVICES	219.38
		CAPITAL ONE, N.A.	ICE	19.44
			HAND SOAP	11.94
			COFFEE & CREAMER	30.82
		MID AMERICA BANK	AIRCRAFT SVC DIRECTORY	77.08
			4 STATE CONF LDGNG- T DINS	212.66
			TOTAL:	263,478.17
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.00
			Dental Insurance Premiums	53.78
			Health Insurance Contribut	105.75
			Health Insurance Contribut	112.02
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.44
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF REVENUE	State Withholding	62.40
		INTERNAL REVENUE SERVICE	Fed WH	247.93
			FICA	260.02
			Medicare	60.81
		LEGALSHIELD	Pre-Paid Legal Premiums	13.60
			Pre-Paid Legal Premiums	14.85
		ICMA	Retirement 457 &	11.38
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	30.31
			American Fidelity	34.65
			American Fidelity	9.05
			American Fidelity	11.07
		HSA BANK	HSA Family/Dep. Contributi	25.00
			TOTAL:	1,147.06
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 8/25-9/23/2	39.07
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.00
			Dental Insurance Premiums	53.78
			Health Insurance Contribut	990.62
			Health Insurance Contribut	1,049.31
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.44
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	GG TRASH SERVICE	65.80
		AMEREN MISSOURI	GG AP HANGAR 8/28-9/27/22	51.94
			GG TBLC EXT D 8/28-9/27/22	221.47
			GG AP SHOP 8/28-9/27/22	19.58
			957 AIRPORT RD 8/28-9/27/2	11.51
			GG AP HANGAR 8/28-9/27/22	13.85
			GG AP HANGAR 8/28-9/27/22	23.89
			GG AP SLEEPY 8/28-9/27/22	126.36
		INTERNAL REVENUE SERVICE	FICA	260.02
			Medicare	60.81
		ICMA	Retirement 401%	23.56
			Retirement 401	242.14
		CHARTER COMMUNICATIONS HOLDING CO LLC	CH CABLE/INTRNT 9/16-10/15	108.22
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.29
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		HSA BANK	HSA Family/Dep. Contributi	105.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.46
			Group Dependent Life Ins	1.55
			Group Life Ins and Buy Up	4.84
			Group Life Ins and Buy Up	4.84
			Group Life Ins and Buy Up	6.09
			Group Life Ins and Buy Up	3.87
			Short Term Disability Ins	9.55
			Short Term Disability Ins	10.11
		B & H CLEANING	LCF JANITORIAL SERVICES	430.62
		CAPITAL ONE, N.A.	HAND SOAP	11.94
			COFFEE & CREAMER	30.82
		MID AMERICA BANK	AIRCRAFT SVC DIRECTORY	77.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			4 STATE CONF LDGNG- T DINS	<u>212.66</u>
			TOTAL:	5,736.99

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

10	General Fund	195,936.19
20	Transportation	203,585.85
30	Water Fund	27,446.67
35	Sewer Fund	59,850.13
40	Ambulance Fund	14,251.75
45	Lee C. Fine Airport Fund	265,331.08
47	Grand Glaize Airport Fund	6,884.05

GRAND TOTAL: 773,285.72

TOTAL PAGES: 18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	LAKE SUN LEADER 81525 & 1586450	SALE OF PROPERTY- MIMOSA	102.90
			TOTAL:	102.90
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	PLANNERS & NOTEPADS	32.09
			TOTAL:	32.09
Municipal Court	General Fund	SMITH, GARY L	SEPT MUNICIPAL JUDGE SERVI	1,763.16
			TOTAL:	1,763.16
City Attorney	General Fund	THOMSON REUTERS - WEST	WEST INFO CHARGES 09/2022	374.06
			TOTAL:	374.06
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
		AMAZON CAPITAL SERVICES INC	DESK CHAIR- R. WHITE	284.98
			TOTAL:	286.34
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	88.15
		BUTLER SUPPLY CO	REPLACEMENT LIGHTS	262.50
			RECEPTACLE- AMBULANCE	36.92
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	BATHROOM TOWELS & TRASH BA	128.88
			PAPER PLATES	68.64
			BATHROOM TOWELS	33.98
		AMAZON CAPITAL SERVICES INC	AUTHORIZED PERSONNEL SIGNS	79.98
			BRACKETS- FIRE EXTINGUISHE	75.96
		THE SIGN SOURCE LLC	AUTHORIZED PERSONNEL DECAL	36.00
		NICK'S TRUE VALUE HARDWARE	DOOR STOP- CH DOWNSTAIRS	10.99
			CLAMPS- FIRE EXTINGUISHERS	34.32
			BOLTS FOR SIGNS	11.92
			WASHERS & NUTS	4.80
			TOTAL:	877.50
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	FERTILIZER	1,201.00
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	8.80
			TOTAL:	1,209.80
Overhead	General Fund	PITNEY BOWES INC	POSTAGE INK	118.99
		STAPLES BUSINESS ADVANTAGE	PAPER	80.92
			PAPER	121.38
			TOTAL:	321.29
Police	General Fund	O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES,ANTIFREEZE-PD	60.77
		TURN KEY MOBILE INC	PANASONIC ANTENNA	300.00
		HEDRICK MOTIV WERKS LLC	PRIORITY STRT-2015 INTERCE	158.24
			FUEL INJCTR,WTR PUMP,OIL-P	431.15
			CONTROL ARMS, OIL CHNG-PD2	859.43
			DRIVE BELT REPAIR- PD 22	197.78
			OIL CHANGE, DRIVE BELT-PD	151.45
			OIL CHANGE- PD 29	65.00
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS-J. CHAPMAN	44.50
			BUSINESS CARDS-N. VERPLOEG	44.50
		PARKWAY PLAZA TIRE	TIRE- PD 18	221.50
			TOTAL:	2,534.32
911 Center	General Fund	MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES OCT-DEC 2022	210.00
		MEDICAL PRIORITY CONSULTANTS INC	MPDS LIC 11/1/2022-10/31/2	147.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STAPLES BUSINESS ADVANTAGE	CLEANING SUPPLIES & TONER	206.33
			TOTAL:	563.33
Economic Development	General Fund	SMART POSTAL CENTERS	2022 FALL FEST BANNER	144.00
			TOTAL:	144.00
Transportation	Transportation	PURCELL TIRE & RUBBER CO	FLAT REPAIR- TRK 66	37.45
		FASTENAL CO	LOCATE PAINT	195.20
			SAFETY EYEWEAR	90.18
		ECONO SIGNS & BARRICADE LLC	STREET SIGNS	280.60
		O'REILLY AUTOMOTIVE STORES INC	PENETRATING OIL-SMALL EQUI	215.76
			OIL ABSORBENT	69.95
			GEAR OIL	8.99
			IMPACT ADAPTER	9.99
			BATTERY, SPRAY, PRY BAR-BACK	417.07
			FUEL FILTER	3.94
			HYD FLUID & FUNNEL	78.78
			FUNNEL	7.49
			BRAKE CLEANER	8.38
		LAKE SUN LEADER 81525 & 1586450	RFP- IT, PARKS, PW, AP SOFTWA	19.72
		BUTLER SUPPLY CO	4' RECYCLE & UNDER LAMP	29.50
		CROWN POWER & EQUIPMENT	BACKHOE RENTAL	1,126.84
			PARTS-JOHN DEERE TRACTOR	313.91
		CORE & MAIN LP	LOCATOR FLAGS	386.67
		ATR LIGHTING ENTERPRISES INC	ADAPTERS- NICHOLS RD	64.40
			LIGHTS- NICHOLS RD	89.10
		ALPHAGRAPHS OF OSAGE BEACH	PUBLIC WORKS DECALS	82.67
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	175.77
			TRANS DEPT FLOOR MATS	11.05
			TRANSPO DEPT UNIFORM RENTA	1.10
		LAKE OF THE OZARKS COUNCIL OF LOCAL GO	RCP-OSAGE BEACH MAGIC DRAG	5,000.00
		DELTA GASES INC	GAS FOR WELDER	61.00
			PARTS FOR WELDER	42.80
		AMAZON CAPITAL SERVICES INC	R TAPE FOR SIGN MAKER	78.76
			LED LIGHT PODS	59.99
			COFFEE CUPS & PAPER TOWELS	56.38
			COFFEE & COFFEE MAKER	53.45
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 9/10-10/10/	609.70
		COUNTY LINE MACHINE	BEARING REPAIR- TRACTOR	120.00
		WALL'S HVAC SERVICE LLC	PW H-VAC MAINTENANCE	140.67
		NICK'S TRUE VALUE HARDWARE	LEAF LAWN BAGS	1,200.00
			PARTS FOR SHOP AIR	12.48
			PARTS FOR BACKHOE CASE	7.16
			TOTAL:	11,166.90
Water	Water Fund	FASTENAL CO	LOCATE PAINT	195.20
			SAFETY EYEWEAR	90.18
		LAKE SUN LEADER 81525 & 1586450	RFP- IT, PARKS, PW, AP SOFTWA	19.72
		AMERICAN PUBLIC WORKS ASSOC	APWA MEMBERSHIP RNWL	38.55
		CORE & MAIN LP	HYDRANT PARTS	1,998.64
			VALVE KIT, O-RINGS, NUTS-HYD	574.00
			LOCATOR FLAGS	386.66
			VALVE KIT & PLATE- HYDRANT	1,790.24
			HYDRANT PARTS	1,594.24
			1" COUPLER	145.56
			VALVE KIT, NUTS, O-RINGS-HYD	1,902.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1" CTS TUBING	80.00
		CINTAS CORPORATION	WATER DEPT UNIFORMS	195.82
			WATER DEPT FLOOR MATS	11.05
			WATER DEPT UNIFORM RENTAL	1.10
		AMAZON CAPITAL SERVICES INC	COFFEE CUPS & PAPER TOWELS	56.39
			IPAD COVERS	29.99
			COFFEE & COFFEE MAKER	53.46
		REEVES-WIEDEMAN COMPANY	PARTS- SWISS 1 PLUMBING	186.32
		WALL'S HVAC SERVICE LLC	PW H-VAC MAINTENANCE	140.67
		NICK'S TRUE VALUE HARDWARE	PART FOR SHOP AIR COMPRESS	9.87
			TOTAL:	9,500.64
Sewer	Sewer Fund	FASTENAL CO	LOCATE PAINT	195.20
			SAFETY EYEWEAR	90.17
		O'REILLY AUTOMOTIVE STORES INC	DEGREASER & AIR FRSHNR- TR	18.97
			SILICONE GASKET MAKER	10.99
			BATTERY- TRK 67	129.07
			ALTERNATOR, MOTOR OIL- TRK	312.13
			CORE RETURN	45.00-
			BATTERY & CORE RETURN- TRK	147.58-
			FUEL CAP- TRK 75	15.97
		LAKE SUN LEADER 81525 & 1586450	RFP- IT,PARKS,PW,AP SOFTWA	19.71
		CONSOLIDATED ELECTRICAL DISTR, INC	CABLE TIES & CODING TAPE	49.49
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	SEPT MONTHLY FLOWS	38,731.40
		BOWLING ELECTRIC MACHINE	CAPACITORS-INVENTORY	760.00
			CAPACITORS- INVENTORY	760.00
			CAPACITOR- INVENTORY	50.00
		AMERICAN PUBLIC WORKS ASSOC	APWA MEMBERSHIP RNWL	38.55
		CORE & MAIN LP	LOCATOR FLAGS	386.67
			PVC	60.44
			PRTS FOR AIR RELEASE-HOSPI	179.89
		PRECISION AUTO & TIRE SERVICE LLC	BATTERY- TRK 67	224.28
		MAGRUDER LIMESTONE CO INC	GRAVEL-SANDS	1,041.59
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	211.89
			SEWER DEPT FLOOR MATS	11.05
			SEWER DEPT UNIFORM RENTAL	1.25
		AMAZON CAPITAL SERVICES INC	COFFEE CUPS & PAPER TOWELS	56.39
			IPAD COVERS	29.99
			COFFEE & COFFEE MAKER	53.46
			METER LEAD REPLACEMENTS	131.97
			QUICK LINKS- INVENTORY	18.99
		REEVES-WIEDEMAN COMPANY	ADAPTERS & STEEL STIFFENER	405.21
		AESTHETIX ELECTRIC	L/S REPAIR- 29-1 @ PASSOVE	350.00
			L/S REPAIR- TAN TAR A	1,025.00
		WALL'S HVAC SERVICE LLC	PW H-VAC MAINTENANCE	140.66
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT @ HERON BAY	190.00
		MID- MO ENVIRONMENTAL LLC	SVC CALL- SANDS LIFT STATI	3,500.00
			TOTAL:	49,007.80
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID	69.99
		WCT FARM & LAWN LLC	BRUSH HOG BLADES	355.58
			TOTAL:	480.56
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEDRICK MOTIV WERKS LLC	VEHICLE INSPECTION-2005 FO	12.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	GUNK DEGREASER	38.54
		WCT FARM & LAWN LLC	BRUSH HOG BLADES	355.58
			TOTAL:	456.09

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

10	General Fund	8,208.79
20	Transportation	11,166.90
30	Water Fund	9,500.64
35	Sewer Fund	49,007.80
45	Lee C. Fine Airport Fund	480.56
47	Grand Glaize Airport Fund	456.09

GRAND TOTAL: 78,820.78

TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 3, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-84 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schneider Co. Inc. for the Amy Lane Roadway & Case Road Driveway Improvements Project for an amount not to exceed \$184,010. *First Reading*

Requested Action:

First Reading of Bill #22-84

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc. Streets/Roads

FY2022 Budgeted Amount:	1,372,983
FY2022 Expenditures to Date (10/24/22):	(\$ 540,933)
FY2022 Available:	\$832,050
 FY2022 Requested Amount:	 \$49,763

Budget Line Item/Title: 20-00-773210 Special Road District Projects

FY2022 Budgeted Amount:	\$271,000
FY2022 Expenditures to Date (MM/DD/YY):	(\$ 193,686)
FY2022 Available:	\$77,314
 FY2022 Requested Amount:	 \$134,247

Department Comments and Recommendation:

The bid opening for this project was on 10/22/22. The City received 4 bids for these projects. The bid tab is attached. The low bidder is Don Schneider Excavating. The City has worked with this vendor recently on the Greenwood Circle Drainage Improvements project, but they have not done any road improvement work with us previously, so I did check their references and found no problems.

This is a situation where we combined two projects with similar work together to try and get better material pricing.

The Amy Lane project is a project where we are partnering with the Osage Beach Special Road District (OBSRD). Engineering and construction inspection services are the responsibility of the City and the cost of construction is the responsibility of OBSRD. Prior to this project being advertised, we did provide an updated cost estimate to OBSRD of \$128,394. This updated cost was approved by their board. The low bid for this work is \$134,247.00 so I will be seeking approval from the OBSRD for the difference prior to the second reading of this project.

The Case Road Driveway Improvements Project is a project needed to correct safety and drainage issues associated with the driveway shared by 1284 and 1327 Case Rd. The safety and drainage issue was created by the City when we improved Case road several years ago.

Due to other work that the contractor has already scheduled, the project will not be started until the spring of 2023. This project will be carried over and included in the 2023 budget.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-84 is in correct form.

City Administrator Comments:

Within the line item *Misc. Streets/Roads (20-00-773155)*, Case Road Driveway Reconstruction was budgeted in FY2022 at \$50,000. This project was initially a carryover from FY2021.

Within the line item *Special Road District Projects (20-00-773210)*, Amy Lane Reconstruction was budgeted in FY2022 at \$78,000 and 100% funded by the OBSRD.

The FY2023 Operating Budget Draft #1, currently in review, shows both projects included as budgeted to be completed in FY2022. Due to new information as to the timing of the projects, both will be carried over into the FY2023 Operating Budget in the

Draft #2 budget as approved in this Bill.

Regarding Amy Lane Reconstruction, if the OBSRD approves increasing their funding to match construction costs at 100%, there will be no net change to the ending available cash balances for year-end FY2023.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE AMY LANE AND CASE ROAD DRIVEWAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT EXCEED \$184,010.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Don Schnieder Excavating Co, Inc., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Eighty-Four Thousand Ten Dollars. (\$184,010.00)

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. 22.84 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.84.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____ a _____ of _____ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

Amy Lane Roadway Improvements & Case Road Driveway Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Exhibit A

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said _____ acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID FORM

Amy Lane Roadway Improvements & Case Road Driveway Improvements

BASE BID – AMY LANE IMPROVEMENTS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$11,600.00	\$11,600.00
2	Removal of Existing Improvements	LS	1	\$15,000.00	\$15,000.00
3	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00
4	On-Site Earthwork	LS	1	\$6,250.00	\$6,250.00
5	Concrete Barrier Curb & Gutter	LF	333	\$38.00	\$12,654.00
6	Concrete Roll Back Curb & Gutter (incl. transitions)	LF	266	\$41.00	\$10,906.00
7	Aggregate Base - Type V (Curb & Gutter 4" thick)	Ton	21	\$86.00	\$1,806.00
8	Aggregate Base - Type V (10" thick)	Ton	113	\$46.00	\$5,198.00
9	Asphalt Pavement - Bituminous Base (2" thick)	Ton	27	\$220.00	\$5,940.00
10	Asphalt Pavement Overlay - Type BP-1 (2.5" thick)	Ton	94	\$220.00	\$20,680.00
11	Concrete Driveway Apron (6" thick)	SY	50	\$250.00	\$12,500.00
12	Gravel Driveway Repair	LS	1	\$850.00	\$850.00
13	Storm Sewer Curb Inlet	EA	1	\$5,550.00	\$5,550.00
14	18-inch dia. Storm Sewer	LF	58	\$65.00	\$3,777.00
15	Versa-Lok Retaining Wall (incl. design)	LS	1	\$4,048.00	\$4,048.00
16	4' Tall Black Vinyl-Coated Chain Link Fence	LF	42	\$125.00	\$5,250.00
17	Storm Sewer Inlet Protection	EA	1	\$250.00	\$250.00
18	Finish Grading and Seeding	AC	0.3	\$16,650.00	\$4,995.00
19	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid - Amy Lane Improvements:					\$134,254.00

134,254.00
TB

BASE BID – CASE ROAD DRIVEWAY IMPROVEMENTS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Existing Improvements (Asphalt Driveway & CMU Wall)	LS	1	\$4,500.00	\$4,500.00
2	Tree Clearing	LS	1	\$3,000.00	\$3,000.00
3	Versa-Lok Retaining Wall (incl. design)	LS	1	\$10,325.00	\$10,325.00
4	Driveway Grading	CY	75	\$47.00	\$3,525.00
5	Aggregate Base - Type V (6" thick)	Ton	78	\$48.00	\$3,744.00
6	Asphalt Pavement - Type BP-1 (3" thick)	Ton	44	\$220.00	\$9,680.00
7	Silt Fence	LF	120	\$9.00	\$1,080.00
8	Erosion Control Blanket	SF	155	\$4.00	\$620.00
9	Landscaping Rock	LS	1	\$4,389.00	\$4,389.00
10	Finish Grading and Seeding	LS	1	\$6,900.00	\$6,900.00
11	Force Account	LS	1	\$2,000.00	\$2,000.00
Total Base Bid - Case Road Driveway:					\$49,763.00

TOTAL BID IN WRITING: One Hundred Eighty-Four Thousand, Seventeen Dollars & Zero Cents (\$184,017.00)

Amy Lane Roadway Improvements & Case Road Driveway Improvements

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at Jefferson City, Missouri this 20th day of October, 2022

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Amy Lane Roadway Improvements & Case Road Driveway Improvements

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Don Schnieders Excavating Company, Inc.

Name of Corporation

By Donald E. Rhea President
Signature & Title

Donald E. Rhea,

Typed or Printed Name

ATTEST:

Kristy L. Libbert
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Kristy L. Libbert

Typed or Printed Name

Business Address of Bidder:

1307 Fairgrounds Road

Jefferson City, MO 65109

Telephone No. (573)893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Donald E. Rhea

1307 Fairgrounds Road, Jefferson City, MO 65109

Secretary Bruce L. Bax

1307 Fairgrounds Road, Jefferson City, MO 65109

Bid Tabulation
Amy Lane Roadway & Case Road Driveway Improvements
Osage Beach Project No. OB22-010 & OB22-013
October 20, 2022



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Don Schneider		Travis Hodge	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 11,600.00	\$ 11,600.00	\$ 20,000.00	\$ 20,000.00
2	Removal of Existing Improvements	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
3	Clearing and Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00
4	On-Site Earthwork	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,250.00	\$ 6,250.00	\$ 60,000.00	\$ 60,000.00
5	Concrete Barrier Curb & Gutter	LF	333	\$ 40.00	\$ 13,320.00	\$ 38.00	\$ 12,654.00	\$ 125.00	\$ 41,625.00
6	Concrete Roll Back Curb & Gutter (incl. transitions)	LF	266	\$ 40.00	\$ 10,640.00	\$ 41.00	\$ 10,906.00	\$ 125.00	\$ 33,250.00
7	Aggregate Base - Type V (Curb & Gutter 4" thick)	Ton	21	\$ 45.00	\$ 945.00	\$ 86.00	\$ 1,806.00	\$ 100.00	\$ 2,100.00
8	Aggregate Base - Type V (10" thick)	Ton	113	\$ 45.00	\$ 5,085.00	\$ 46.00	\$ 5,198.00	\$ 100.00	\$ 11,300.00
9	Asphalt Pavement - Bituminous Base (2" thick)	Ton	27	\$ 160.00	\$ 4,320.00	\$ 220.00	\$ 5,940.00	\$ 300.00	\$ 8,100.00
10	Asphalt Pavement - Type BP-1 (2.5" thick)	Ton	94	\$ 160.00	\$ 15,040.00	\$ 220.00	\$ 20,680.00	\$ 280.00	\$ 26,320.00
11	Concrete Driveway Apron (6" thick)	SY	50	\$ 110.00	\$ 5,500.00	\$ 250.00	\$ 12,500.00	\$ 125.00	\$ 6,250.00
12	Gravel Driveway Repair	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00	\$ 5,000.00	\$ 5,000.00
13	Storm Sewer Curb Inlet	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,550.00	\$ 5,550.00	\$ 9,000.00	\$ 9,000.00
14	18-inch dia. Storm Sewer	LF	58	\$ 130.00	\$ 7,540.00	\$ 65.00	\$ 3,770.00	\$ 225.00	\$ 13,050.00
15	Versa-Lok Retaining Wall (incl. design)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 4,048.00	\$ 4,048.00	\$ 25,000.00	\$ 25,000.00
16	4' Tall Black Vinyl-Coated Chain Link Fence	LF	42	\$ 35.00	\$ 1,470.00	\$ 125.00	\$ 5,250.00	\$ 150.00	\$ 6,300.00
17	Storm Sewer Inlet Protection	EA	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
18	Finish Grading and Seeding	AC	0.3	\$ 10,000.00	\$ 3,000.00	\$ 16,650.00	\$ 4,995.00	\$ 10,000.00	\$ 3,000.00
19	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID - AMY LANE ROADWAY IMPROVEMENTS				\$ 122,610.00		\$ 134,247.00		\$ 314,295.00	
1	Removal of Existing Improvements (Asphalt Driveway & CM	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 35,000.00	\$ 35,000.00
2	Tree Clearing	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00
3	CMU Wall (incl. design)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,325.00	\$ 10,325.00	\$ 40,000.00	\$ 40,000.00
4	Driveway Grading	CY	75	\$ 40.00	\$ 3,000.00	\$ 47.00	\$ 3,525.00	\$ 100.00	\$ 7,500.00
5	Aggregate Base - Type V (6" thick)	Ton	78	\$ 55.00	\$ 4,290.00	\$ 48.00	\$ 3,744.00	\$ 100.00	\$ 7,800.00
6	Asphalt Pavement - Type BP-1 (3" thick)	Ton	44	\$ 180.00	\$ 7,920.00	\$ 220.00	\$ 9,680.00	\$ 300.00	\$ 13,200.00
7	Silt Fence	LF	120	\$ 4.00	\$ 480.00	\$ 9.00	\$ 1,080.00	\$ 12.00	\$ 1,440.00
8	Erosion Control Blanket	SF	155	\$ 3.00	\$ 465.00	\$ 4.00	\$ 620.00	\$ 12.00	\$ 1,860.00
9	Landscaping Rock	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,389.00	\$ 4,389.00	\$ 6,000.00	\$ 6,000.00
10	Finish Grading and Seeding	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 6,900.00	\$ 6,900.00	\$ 6,000.00	\$ 6,000.00
11	Force Account	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 200.00	\$ 200.00
TOTAL BASE BID - CASE ROAD DRIVEWAY IMPROVEMENTS				\$ 50,655.00		\$ 49,763.00		\$ 126,000.00	

Bid Tabulation
Amy Lane Roadway & Case Road Driveway Improvements
Osage Beach Project No. OB22-010 & OB22-013
October 20, 2022



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Stockman Construction		BP Patterson	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 21,090.00	\$ 21,090.00
2	Removal of Existing Improvements	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00
3	Clearing and Grubbing	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00
4	On-Site Earthwork	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 7,500.00	\$ 7,500.00
5	Concrete Barrier Curb & Gutter	LF	333	\$ 40.00	\$ 13,320.00	\$ 38.00	\$ 12,654.00
6	Concrete Roll Back Curb & Gutter (incl. transitions)	LF	266	\$ 40.00	\$ 10,640.00	\$ 38.00	\$ 10,108.00
7	Aggregate Base - Type V (Curb & Gutter 4" thick)	Ton	21	\$ 45.00	\$ 945.00	\$ 40.00	\$ 840.00
8	Aggregate Base - Type V (10" thick)	Ton	113	\$ 46.00	\$ 5,198.00	\$ 38.00	\$ 4,294.00
9	Asphalt Pavement - Bituminous Base (2" thick)	Ton	27	\$ 262.00	\$ 7,074.00	\$ 234.55	\$ 6,332.85
10	Asphalt Pavement - Type BP-1 (2.5" thick)	Ton	94	\$ 200.00	\$ 18,800.00	\$ 178.75	\$ 16,802.50
11	Concrete Driveway Apron (6" thick)	SY	50	\$ 89.00	\$ 4,450.00	\$ 70.00	\$ 3,500.00
12	Gravel Driveway Repair	LS	1	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00
13	Storm Sewer Curb Inlet	EA	1	\$ 4,050.00	\$ 4,050.00	\$ 4,800.00	\$ 4,800.00
14	18-inch dia. Storm Sewer	LF	58	\$ 118.00	\$ 6,844.00	\$ 75.00	\$ 4,350.00
15	Versa-Lok Retaining Wall (incl. design)	LS	1	\$ 14,400.00	\$ 14,400.00	\$ 15,000.00	\$ 15,000.00
16	4' Tall Black Vinyl-Coated Chain Link Fence	LF	42	\$ 98.00	\$ 4,116.00	\$ 60.00	\$ 2,520.00
17	Storm Sewer Inlet Protection	EA	1	\$ 129.00	\$ 129.00	\$ 500.00	\$ 500.00
18	Finish Grading and Seeding	AC	0.3	\$ 15,000.00	\$ 4,500.00	\$ 9,000.00	\$ 2,700.00
19	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID - AMY LANE ROADWAY IMPROVEMENTS					\$ 154,066.00		\$ 136,491.35
1	Removal of Existing Improvements (Asphalt Driveway & CM	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 20,000.00	\$ 20,000.00
2	Tree Clearing	LS	1	\$ 4,300.00	\$ 4,300.00	\$ 5,000.00	\$ 5,000.00
3	CMU Wall (incl. design)	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 25,000.00	\$ 25,000.00
4	Driveway Grading	CY	75	\$ 333.00	\$ 24,975.00	\$ 150.00	\$ 11,250.00
5	Aggregate Base - Type V (6" thick)	Ton	78	\$ 47.00	\$ 3,666.00	\$ 40.00	\$ 3,120.00
6	Asphalt Pavement - Type BP-1 (3" thick)	Ton	44	\$ 272.00	\$ 11,968.00	\$ 244.15	\$ 10,742.60
7	Silt Fence	LF	120	\$ 4.00	\$ 480.00	\$ 8.00	\$ 960.00
8	Erosion Control Blanket	SF	155	\$ 3.10	\$ 480.50	\$ 18.00	\$ 2,790.00
9	Landscaping Rock	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 3,000.00	\$ 3,000.00
10	Finish Grading and Seeding	LS	1	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00
11	Force Account	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID - CASE ROAD DRIVEWAY IMPROVEMENTS					\$ 87,669.50		\$ 86,362.60

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 3, 2022
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 22-85 - An ordinance of the City of Osage Beach, Missouri amending Ordinance 19.55, Naegler Aviation Fuel Contract to increase the yearly not-to-exceed amount by \$250,000 per year, for a revised total yearly not to exceed \$1,150,000 per year for fuel purchases from Naegler Oil Co. Inc. *First Reading and Second Reading*

Requested Action:

First & Second Reading of Bill #22-85

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Approval is needed for future purchases.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Expenditures are budgeted in each Airport Fund with matching revenue accounts for the sale of fuel.

Department Comments and Recommendation:

This Ordinance will amend the previous contract approved November 21, 2019 (Bill 19.55) and raise the fuel purchase limit not to exceed \$1,150,000 per year. Due to the high price of fuel this year and because we are still seeing an increase in fuel sales, this contract and a budget amendment are needed for future fuel purchases.

City Attorney Comments:

Per City Code 110.230, Bill 22-85 is in correct form.

City Administrator Comments:

A first and second reading is requested to timely increase the not-to-exceed authority for the remainder of this year and future years under the contracted terms. At the previous Board of Aldermen meeting a motion was presented and approved, but in error, as a motion does not amend a contract put in place via a bill. This bill appropriately amends the initial bill 19.55, modifying the terms of the contract which include an increase to the not-to-exceed amount.

The purchase of Aviation fuel and Jet-A fuel is coded to the applicable expenditure accounts, 45- and 47-00-762500 Aviation Fuel Resell and 47- and 47-00-762550 Jet-A Fuel Resell. The sale of said fuel is coded to the applicable revenue accounts. Based on the projected FY2022 year-end calculation, a budget amendment follows this request.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 19.55, NAEGLER AVIATION FUEL CONTRACT TO INCREASE THE YEARLY NOT TO EXCEED AMOUNT BY THE AMOUNT OF \$250,000 PER YEAR, FOR A REVISED TOTAL YEARLY NOT TO EXCEED AMOUNT OF \$1,150,000 PER YEAR FOR FUEL PURCHASES FROM NAEGLER OIL CO. INC.

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

Section 1. Ordinance 19.55 is hereby amended in the following detail; the total expenditures or liabilities authorized under the contract with Naegler Oil, Inc. are hereby increased by the amount of \$250,000 per year, and for the year 2022, and all subsequent years, the total yearly expenditures under this contract shall not exceed One Million One Hundred Fifty Thousand Dollars (\$1,150,00.00) per year

Section 2. 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 3. 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. 22.85 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.85.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**AGREEMENT FOR PURCHASE OF FUEL
FOR THE CITY OF OSAGE BEACH AIRPORT**

Whereas, the City of Osage Beach, Missouri (hereafter “City”) desires to purchase fuels for the use and resale at the Lee C. Fine and Grand Glaize Airports; and

Whereas, Naegler Oil Co. Inc. (hereafter “Naegler”) is a Missouri corporation who distributes fuel products; and

Whereas, the City desires to purchase fuel from Naegler and Naegler desires to supply fuel products to the City and the parties desire this agreement to commence on _____, 2022:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Naegler shall supply fuel to City in the types and quantities as requested by the City. Delivery shall be made in a timely manner, as close as possible to the time(s) as requested by City.

2. City shall notify Naegler of requests for fuel products and shall attempt to give Naegler timely notification of such requests.

3. Naegler shall invoice City showing the date of delivery, amounts of fuel delivered, types of fuel delivered, cost per gallon and total cost of fuel, state fuel tax added (where applicable), and federal fuel tax added. Naegler shall show delivery costs which are added to deliveries.

4. City shall remit payment to Naegler monthly upon receipt of a fuel invoice where practical.

5. Naegler shall process credit cards through Phillips on the City’s behalf for purchases made by City’s customers at the City’s airport.

6. Naegler shall provide City a statement of credit cards processed on a monthly basis, no later than the 10th of the month for the prior month.

Such statement shall indicate the gross amounts of credit cards processed, the fees charged by Phillips for the processing of such cards and the net amount of cards to be paid from Naegler to City. Naegler shall also include, with such statement, full payment to the city in the amount of the net credit cards for the prior month. Upon request, Naegler shall provide a daily breakdown of credit cards processed on behalf of the city.

7. The term for this agreement shall be for a period of five (5) years commencing on _____, 2022 The parties agree that the City acting through the City Administrator may execute a renewal of this contract in any year in which the budget contains sufficient funds for the costs to be incurred, for expenditures not to exceed Nine Hundred Thousand Dollars (\$1,150,000.00) per year. This agreement shall otherwise be self-renewing on an annual basis unless either party gives written notice at least ninety (90) days in advance of such nonrenewal.

ATTEST:

City of Osage Beach, Missouri

Clerk

Mayor

Dated: _____

Naegler Oil Company, Inc.

Dated: _____

William Joseph Naegler Jr.

President

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 3, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-86- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a Quick Claim Deed and three easement deeds needed for the Golfview Lane to Sea Breeze Drive Water Loop Project. *First Reading*

Requested Action:

First Reading of Bill #22-86

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Cochran Engineering has been working through easement issues with the Golfview Lane to Sea Breeze Drive Water Loop Project that is currently budgeted for 2022. If this is approved, this property swap will go a long way toward making this project a reality. This project will be carried over to the 2023 budget.

Three easements are needed from Antler Ridge Trading Co before we can move forward. This company has stated that they are willing to provide us with all three of the easements that we need if we provide them with the old Muff Water Tower property. Two of the easements that we need are associated with the Muff Water Tower parcel and the other easement is related to the path that the new water line will take through another section of their property.

Using valuation data from previous easements and property sales that the City has been involved with, we came up with the valuation listed below. The reality of this

situation is that the Muff Tower property is completely land locked by property already owned by Anter Ridge Trading Company and has no real value to the City. If I tried to sell this small piece of property, the only interested party would be Antler Ridge and I would get nowhere near the value listed below. (See attached Map of the Muff Tower Property)

That said, we do have an interest in looping the water line that will have to run through their property and the project will not happen unless we get these easements.

Type	Description	Land Area Valuation		
		(sf)	(\$/sf)	Total
Property	City Parcel (Muff Tower)	1,500	(\$13.00)	(\$19,500.00)
Easement	Woodland Cove Water Line (Muff Tower)	320	\$0.25	\$80.00
Easement	Woodland Cove Water Line (Other)	4,615	\$0.25	\$1,153.75
Easement	Water Main Loop	15,424	\$0.25	\$3,856.00
			Total	(\$14,410.25)

I recommend Approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-86 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY OF OSAGE BEACH TO EXECUTE QUIT CLAIM DEED TO ANTLER RIDGE TRADING COMPANY AND RECEIVING 3 PARCELS FROM ANTLER TRADING COMPANY NEED FOR THE GOLFVIEW LANE TO SEA BREEZE DRIVE WATER LOOP PROJECT.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City each of the following deeds:

A QUIT CLAIM DEED to Antler Ridge Trading Company for a tract of land in Camden County attached hereto as Exhibit "A".

Section 2. The City Clerk is hereby authorized to receive and record on behalf of the City each of the following deeds:

- i. AN EASEMENT DEED from Antler Ridge Trading Company attached hereto as Exhibit "B".
- ii. AN EASEMENT DEED from Antler Ridge Trading Company attached hereto as Exhibit "C".
- iii. AND EASEMENT DEED from Antler Ridge Trading Company attached hereto as Exhibit "D".

Section 3. That the City Clerk of Osage Beach, Missouri, be and she is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

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.

I hereby certify that the above Ordinance No. 22.86 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.86.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Exhibit "A"

QUIT CLAIM DEED

This Deed, made and entered into this _____ day of _____, 20____, by and between
City of Osage Beach

whose mailing address is: 1000 City Parkway, Osage Beach, Missouri 65065

Party or parties of the first part, and

Antler Ridge Trading Company, LLC

whose mailing address is: 702 Commercial St. Ste 3A, Emporia, Kansas 66801

Party or parties of the second part.

Witnesseth, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **REMISE, RELEASE, FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate in the County of Camden and State of Missouri, to wit:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST, CAMDEN COUNTY, MISSOURI DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 71 DEGREES 46 MINUTES 30 SECONDS WEST, 145.03 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 19.0 FEET; THENCE EAST 21.99 FEET; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 19.0 FEET AND HAVING AN INITIAL TANGENT BEARING OF NORTH 36 DEGREES 24 MINUTES 01 SECOND EAST AND AN ARC LENGTH OF 99.35 FEET; THENCE WEST 19.92 FEET TO THE POINT OF BEGINNING.

To Have and to Hold, the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to their heirs and assigns forever. So that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the said party or parties of the First Part have hereunto set their hand or hands the day and year first above written.

Name

Name

Notary Certificate

State of _____}

County of _____} ss.

On this _____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the person or persons, described in and who executed the
foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

Notary Public

Exhibit "B"

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Antler Ridge Trading Company, LLC** whose address is _____, (GRANTOR), and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway Osage Beach, Missouri 65065.)** (GRANTEE).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Public Utility Service Easement to:

1. transmit and distribute water,
2. preform grading activities, construct facilities, pipelines, water meters, valves, hydrants,
3. operate, reconstruct, maintain, repair, replace, change the size of, remove, relocate at will any of the water facilities or infrastructure constructed within this easement,
4. change, upgrade or repair any of the water distribution facilities hereon,
5. inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto,
6. alter the lands within the easement for the purpose of water distribution and other utility services provided by the City of Osage Beach

all with right of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibits A, A-1, A-2, B, and B-1 attached hereto and incorporated herein by reference)

The water main easement area depicted and described on Exhibits A, A-1, A-2, B, and B-1 attached hereto, such land is part of a larger tract of land being recorded in Book 849 and Page 94, situated in the County of Camden and State of Missouri.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and *shall restore Grantor's property to the same condition* it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to **Grantee** that, subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against all claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____(signed)

_____(printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

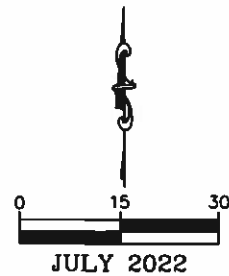
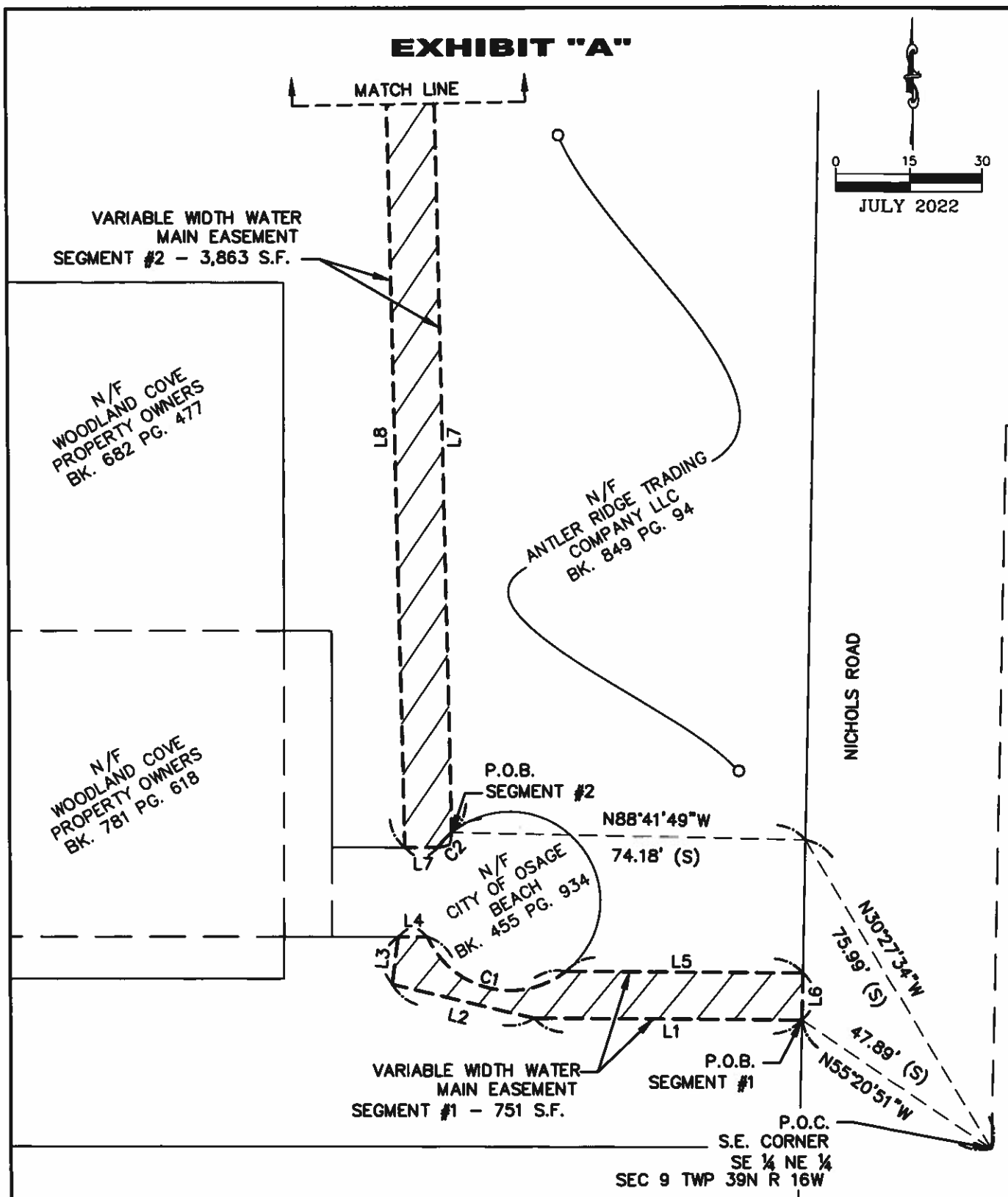
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

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

My Term Expires: _____

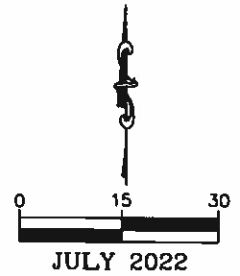
Notary Public

EXHIBIT "A"



**A TRACT OF LAND BEING PART OF THE SE 1/4 OF THE NE 1/4
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

EXHIBIT "A-1"



N/F
HEIDBRINK, MARK G &
TAMARA L TRUSTEES
BK. 805 PG. 487

COBBLESTONE DRIVE

VARIABLE WIDTH WATER
MAIN EASEMENT
SEGMENT #2 - 3,863 S.F.

N/F
ANTLER RIDGE TRADING
COMPANY LLC
BK. 849 PG. 94

MATCH LINE

A TRACT OF LAND BEING PART OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

PAGE 5 OF 8

EXHIBIT "A-2"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°31'33"W	56.19'
L2	N76°15'02"W	30.64'
L3	N07°04'01"E	10.12'
L4	S89°47'17"E	6.17'
L5	S89°32'32"E	49.65'
L6	S01°18'11"W	10.00'
L7	N89°47'17"W	6.91'
L8	N01°03'52"W	171.47'
L9	N31°38'04"W	52.13'
L10	N42°09'02"W	62.13'
L11	N35°52'56"W	101.08'
L12	N53°36'35"E	8.76'
L13	S36°23'25"E	11.98'
L14	S35°52'56"E	72.44'
L15	S42°09'02"E	62.25'
L16	S31°31'54"E	56.25'
L17	S01°04'14"E	170.96'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	34.63'	19.00'	S75°47'14"E	30.03'
C2	4.42'	19.00'	S43°30'41"W	4.41'
C3	16.25'	133.26'	S39°53'03"E	16.24'

**A TRACT OF LAND BEING PART OF THE SE ¼ OF THE NE ¼
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

EXHIBIT B

19-7990

WATER LINE EASEMENT WOODLAND COVE (ANTLER RIDGE PARCEL SEGMENT 1)

JULY 28 2022

A VARIABLE WIDTH UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF OSAGE BEACH CAMDEN COUNTY MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9; THENCE N55°20'51"W 47.89 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE N89°31'33"W 56.19 FEET TO A POINT; THENCE N76°15'02"W 30.64 FEET TO A POINT; THENCE N07°04'01"E 10.12 FEET TO A POINT; THENCE S89°47'17"E 6.17 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 34.63 FEET A CHORD COURSE OF S75°47'14"E 30.03 FEET TO A POINT; THENCE S89°32'32"E A DISTANCE OF 49.65 FEET; THENCE S01°18'11"W 10.00 FEET TO THE POINT OF BEGINNING CONTAINING 751 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENTS RESTRICTIONS COVENANTS OF RECORD.

EXHIBIT B-1

19-7990

WATER LINE EASEMENT WOODLAND COVE (ANTLER RIDGE PARCEL SEGMENT 2)

JULY 28, 2022

A VARIABLE WIDTH UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF OSAGE BEACH CAMDEN COUNTY MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9; THENCE N30°27'34"W 75.99 FEET TO A POINT; THENCE; THENCE N88°41'49"W 74.18 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 4.42 FEET A CHORD COURSE OF S43°30'41"W 4.41 FEET TO A POINT; THENCE N89°47'17"W FOR 6.91 FEET; THENCE N01°03'52"W 171.47 FEET; THENCE N31°38'04"W 52.13 FEET; THENCE N42°09'02"W 62.13 FEET; THENCE N35°52'56"W 101.08 FEET; THENCE N53°36'35"E 8.76 FEET; THENCE S36°23'25"E 11.98 FEET TO A POINT THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 133.26 FEET AN ARC LENGTH OF 16.25 FEET A CHORD COURSE OF S39°53'03"E 16.24 FEET TO A POINT; THENCE S35°52'56"E 72.44 FEET TO A POINT; THENCE S42°09'02"E 62.25 FEET TO A POINT; THENCE S31°31'54"E 56.25 FEET TO A POINT; THENCE S01°04'14"E 170.96 TO THE POINT OF BEGINNING CONTAINING 3,863 SQUARE FEET SUBJECT TO ANY AND ALL EASEMENTS RESTRICTIONS COVENANTS OF RECORD.

Exhibit C"

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Antler Ridge Trading Company, LLC** whose address is **702 Commercial St. Ste 3A, Emporia, Kansas 66801**, (**GRANTOR**), and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)** (**GRANTEE**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Public Utility Service Easement to:

1. transmit and distribute water,
2. preform grading activities, construct facilities, pipelines, water meters, valves, hydrants,
3. operate, reconstruct, maintain, repair, replace, change the size of, remove, relocate at will any of the water facilities or infrastructure constructed within this easement,
4. change, upgrade or repair any of the water distribution facilities hereon,
5. inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto,
6. alter the lands within the easement for the purpose of water distribution and other utility services provided by the City of Osage Beach

all with right of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibits A, A-1, A-2, and B attached hereto and incorporated herein by reference)

The water main easement area depicted and described on Exhibits A, A-1, A-2, and B attached hereto, such land is part of a larger tract of land being recorded in Book 849 and Page 94, situated in the County of Camden and State of Missouri.

Together with a 10 foot wide temporary construction easement to be used for the initial installation of the facilities located on either or both sides of the perpetual non-exclusive easement together with the right of ingress to and egress from the perpetual non-exclusive easement and temporary construction easement on the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the temporary construction easement and granting to the Grantee the right of traveling over said perpetual non-exclusive easement and temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement and temporary construction easement. One year after final completion of the above-described work, the temporary construction easement shall cease to exist.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and *shall restore Grantor's property to the same condition* it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to **Grantee** that, subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against all claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____(signed)

_____(printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

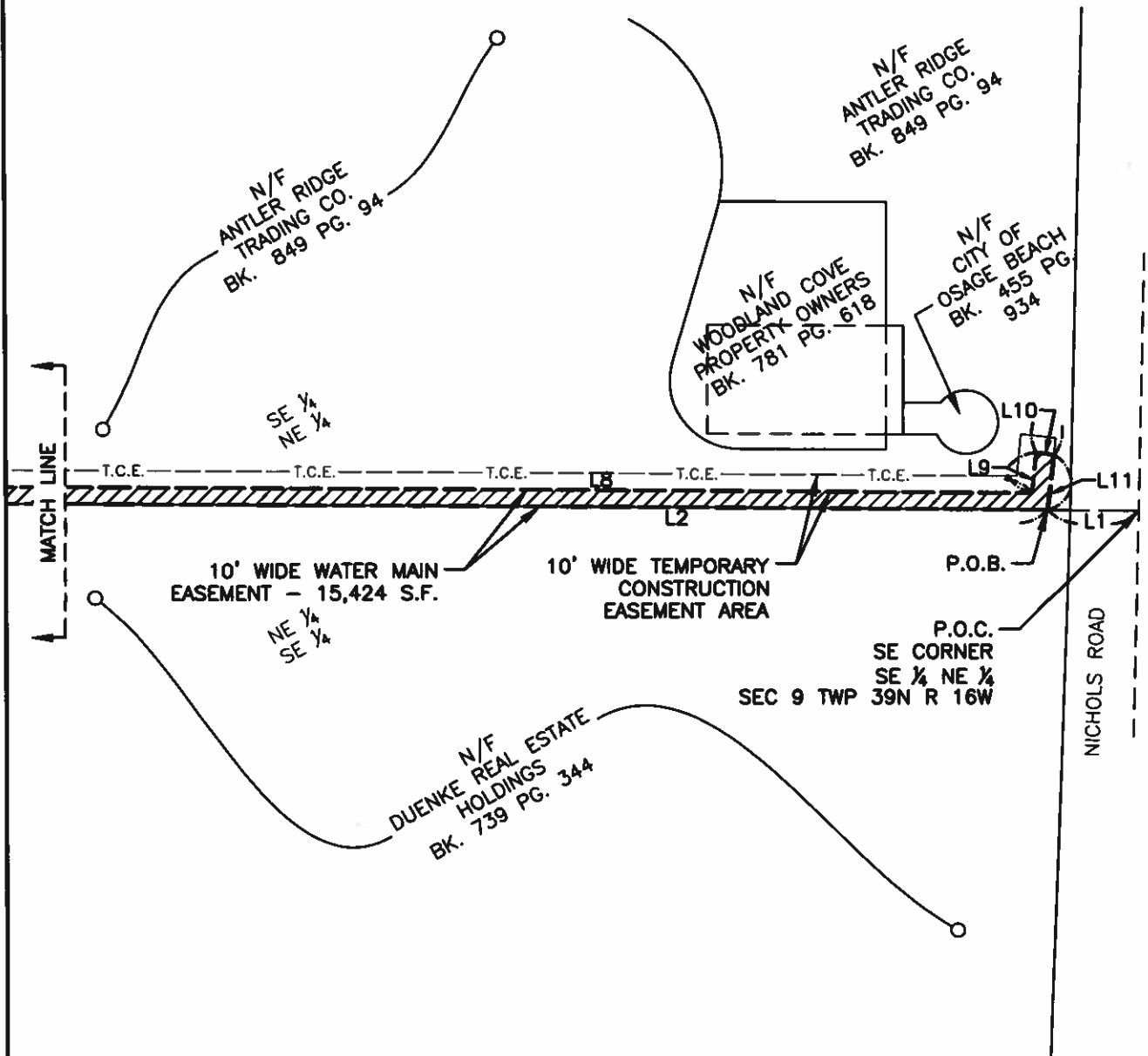
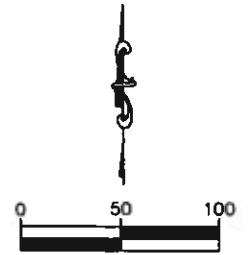
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

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

My Term Expires: _____

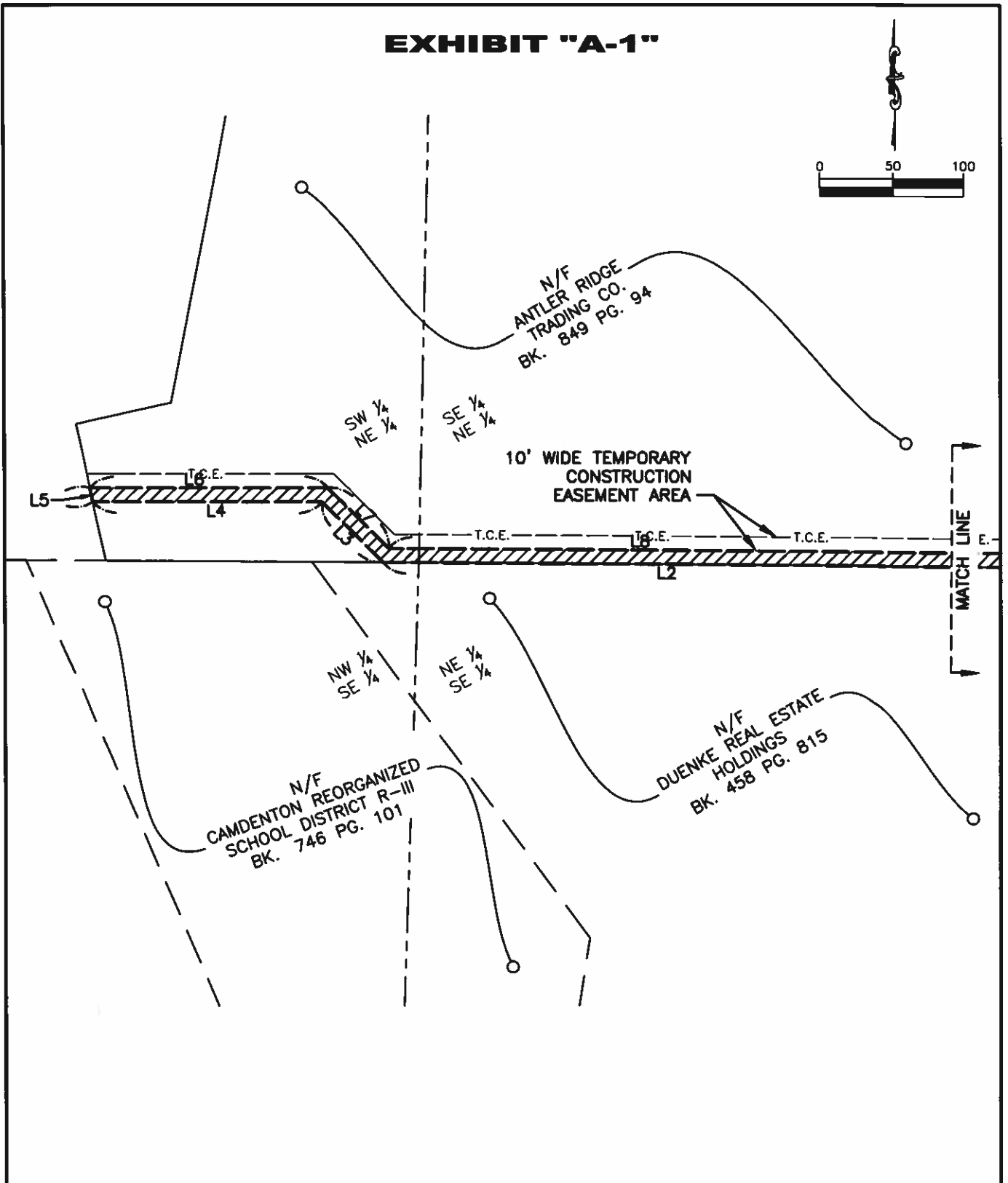
Notary Public

EXHIBIT "A"



A TRACT OF LAND BEING PART OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

EXHIBIT "A-1"



A TRACT OF LAND BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

EXHIBIT "A-2"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°34'44"W	52.46'
L2	N89°34'44"W	1296.10'
L3	N44°36'07"W	60.61'
L4	N89°56'28"W	160.71'
L5	N11°54'45"W	10.22'
L6	S89°56'28"E	166.98'
L7	S44°36'19"E	60.65'
L8	S89°34'44"E	1282.88'
L9	N05°45'13"E	24.20'
L10	S84°14'47"E	10.00'
L11	S05°45'13"W	33.32'

OB22-009
WATER MAIN/ACCESS EASEMENT
OCTOBER 12, 2022

EXHIBIT B

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST N89°34'44"W 52.46 FEET TO THE POINT OF BEGINNING; THENCE N89°34'44"W 1296.10 FEET TO A POINT; THENCE N44°36'07"W 60.61 FEET TO A POINT; THENCE N89°56'28"W 160.71 FEET TO A POINT; THENCE N11°54'45"W 10.22 FEET TO A POINT; THENCE S89°56'28"E 166.98 FEET TO A POINT; THENCE S44°36'19"E 60.65 FEET TO A POINT; THENCE S89°34'44"E 1282.88 FEET TO A POINT; THENCE N05°45'13"E 24.20 TO A POINT; THENCE S84°14'47"E 10.00 FEET TO A POINT; THENCE S05°45'13"W 33.32 FEET TO THE POINT OF BEGINNING, CONTAINING 15,424 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD

Exhibit "D"

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Antler Ridge Trading Company, LLC** whose address is _____, **(GRANTOR)**, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway Osage Beach, Missouri 65065.) (GRANTEE)**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Public Utility Service Easement to:

1. transmit and distribute water,
2. preform grading activities, construct facilities, pipelines, water meters, valves, hydrants,
3. operate, reconstruct, maintain, repair, replace, change the size of, remove, relocate at will any of the water facilities or infrastructure constructed within this easement,
4. change, upgrade or repair any of the water distribution facilities hereon,
5. inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto,
6. alter the lands within the easement for the purpose of water distribution and other utility services provided by the City of Osage Beach

all with right of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibits A and A-1 attached hereto and incorporated herein by reference)

The water main easement area depicted and described on Exhibits A and A-1 attached hereto, such land is part of a larger tract of land being recorded in Book 455 and Page 934, situated in the County of Camden and State of Missouri.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and *shall restore Grantor's property to the same condition* it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to **Grantee** that, subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against all claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____(signed)

_____(printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

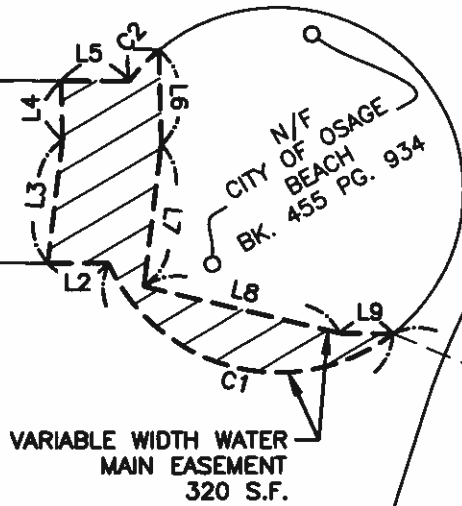
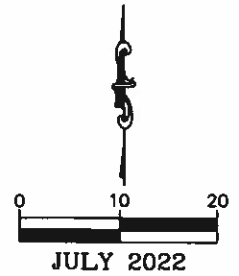
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

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

My Term Expires: _____

Notary Public

EXHIBIT "A"



P.O.C.
S.E. CORNER
SE ¼ NE ¼
SEC 9 TWP 39N R 16W

A TRACT OF LAND BEING PART OF THE SE ¼ OF THE NE ¼
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

EXHIBIT "A-1"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°02'29"W	96.46'
L2	N89°47'17"W	6.17'
L3	N07°04'01"E	12.91'
L4	N01°03'52"W	6.18'
L5	S89°47'17"E	6.91'
L6	S01°04'14"E	9.81'
L7	S07°00'53"W	14.92'
L8	S76°15'02"E	20.64'
L9	S89°32'32"E	5.46'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	34.63'	19.00'	N75°47'14"W	30.03'
C2	4.42'	19.00'	N43°30'41"E	4.41'

**A TRACT OF LAND BEING PART OF THE SE ¼ OF THE NE ¼
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

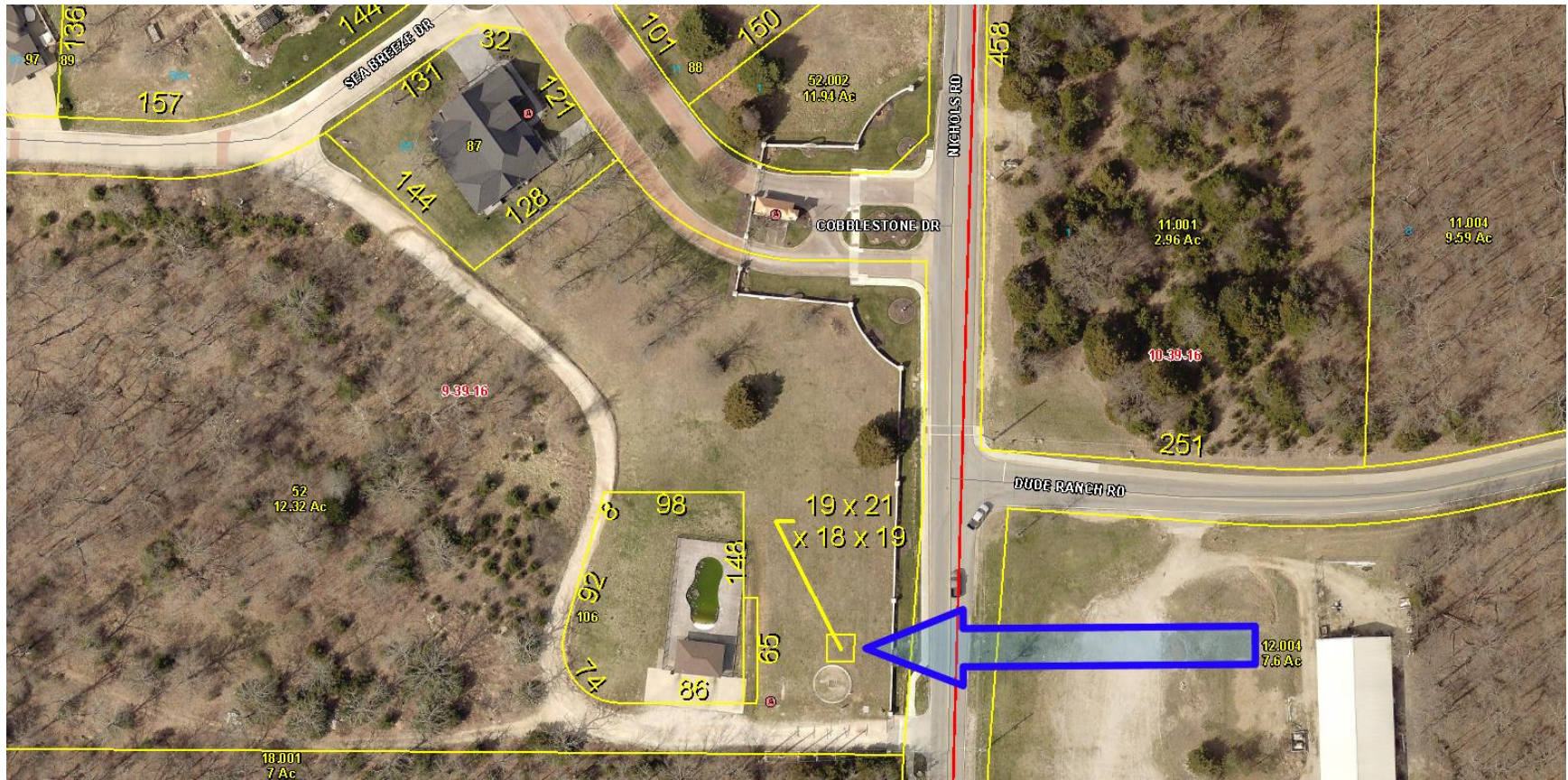
19-7990

WATER LINE EASEMENT WOODLAND COVE (CITY PARCEL)

JULY 28 2022

A VARIABLE WIDTH UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF OSAGE BEACH CAMDEN COUNTY MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9; THENCE N67°02'29"W 96.46 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; SAID POINT BEING ON THE RADIUS OF A TRACT OF LAND CONVEYED TO THE CITY OF OSAGE BEACH IN BOOK 455 PAGE 934; THENCE ALONG SAID CITY PARCEL ALONG A NON-TANGENTIAL CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 34.63 FEET A CHORD COURSE N75°47'14"W 30.03 FEET TO A POINT; THENCE N89°47'17"W 6.17 FEET TO A POINT; THENCE N07°04'01"E 12.91 FEET TO A POINT; THENCE N01°03'52"W 6.18 FEET TO A POINT; THENCE S89°47'17"E 6.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 4.41 FEET A CHORD COURSE OF N43°30'41"E 4.41 FEET TO A POINT; THENCE S01°04'14"E 9.81 FEET TO A POINT; THENCE S07°00'53"W 14.92 FEET TO A POINT; THENCE S76°15'02"E 20.64 FEET; THENCE S89°32'32"E 5.46 FEET TO THE BEGINNING CONTAINING 320 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENTS RESTRICTIONS COVENANTS OF RECORD.



**Muff Tower
Tract**

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 3, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 22-87 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 21.78 Adopting the 2022 Annual Budget, Transfer of Funds for Necessary Expenditures for Airport Fuel. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #22-87

Ordinance Referenced for Action:

Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 22-87 is in correct form.

City Administrator Comments:

A first and second reading is requested to amend airport fuel accounts related to Bill 22-85, requesting authority to increase the not-to-exceed annual authority. The purchase of airport fuel is coded to the applicable expenditure accounts and the sale of said fuel is coded to the applicable revenue accounts. Based on the projected FY2022 year-end calculation, the following budget amendments to both the revenue and expenditure

accounts are requested.

	Current Budget	Amended Item	Increase/(Decrease)
<i>Lee C Fine Airport:</i>			
45-00-480800 Jet-A Fuel (Revenue)	\$ 50,000	\$ 960,000	\$ 310,000
45-00-762550 Jet-A Fuel Resell	\$ 455,000	\$ 677,000	\$ 222,000
<i>Grand Glaize Airport:</i>			
47-00-480800 Jet-A Fuel (Revenue)	\$ 35,000	\$ 40,000	\$ 5,000
47-00-762550 Jet-A Fuel Resell	\$ 24,160	\$ 28,000	\$ 3,840

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 21.78 ADOPTING THE 2022 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES FOR AIRPORT FUEL.

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

Section 1. That the 2022 Annual Operating Budget adopted as Ordinance No. 21.78 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
45-00-480800 Jet-A Fuel (Revenue)	\$ 650,000	\$ 960,000
45-00-762550 Jet-A Fuel Resell	\$ 455,000	\$ 677,000
47-00-480800 Jet-A Fuel (Revenue)	\$ 35,000	\$ 40,000
47-00-762550 Jet-A Fuel Resell	\$ 24,160	\$ 28,000

Section 2. In all other respects the 2022 Annual Operating Budget adopted in Ordinance No. 21.78 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.87 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.87

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 3, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-88 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 150 in the Municipal Code establishing new 45 day notice deadlines within the process for the City's consideration of redevelopment plans and tax abatements pursuant to the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri. *First Reading*

Requested Action:

First Reading of Bill #22-88

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 22-88 is in correct form. The ordinance was requested by Aldermen Ross to set the time requirement for mailing notice to the affected taxing districts to the same number of days as required under the TIF act. The new section 150.040 d requires a public hearing before the first reading of any ordinance approving a 353 development plan.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING CHAPTER 150 IN THE MUNICIPAL CODE ESTABLISHING NEW 45 DAY NOTICE DEADLINES WITHIN THE PROCESS FOR THE CITY'S CONSIDERATION OF REDEVELOPMENT PLANS AND TAX ABATEMENTS PURSUANT TO THE URBAN REDEVELOPMENT CORPORATIONS LAW, CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI.

WHEREAS, the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri ("Chapter 353"), allows the City to establish policies and procedures in association with the consideration of development plans and grants of tax abatement; and

WHEREAS, the City in chapter 150 of the municipal code has established policies and procedures for the consideration of development plans and grants of tax abatement pursuant to Chapter 353, including requiring certain information to be included in a development plan and establishing formal notice procedures for public hearings required by Chapter 353; and

WHEREAS, the board desires to require an expansion of the notice period from 15 days to 45 days for consideration of development plans under chapter 150 of the municipal code:

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

Section 1. That Section 150.040 of Chapter 150 be and is hereby repealed.

Section 2. A new Section numbered 150.040 of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Section 150.040 Public Hearing Notices. Notices of any public hearing scheduled by the Board of Aldermen pursuant to Section 150.030 shall be given in the following manner:

(a) Independently Owned Property If the development plan relates to property not currently owned by the applicant, notice of the public hearing shall be given by hand delivery, certified mail or nationally-recognized overnight courier service to the owner or owners of property within the redevelopment area described in the development plan at least forty-five (45) days prior to the public hearing;

(b) Publication. Notice of the public hearing shall be published in a newspaper of general circulation serving the City at least fifteen (15) days prior to the public hearing; and

(c) Notice to Affected Taxing Districts Notice of the public hearing, together with a written statement of the impact on ad valorem real property taxes that the tax abatement described in the development plan will have on political subdivisions affected by the tax abatement, shall be given by hand delivery, certified mail or nationally-recognized overnight courier service, to the political subdivisions affected by the tax

abatement at least forty-five (45) days prior to the public hearing.

(d) First Reading The Public Hearing for any development plan considered by the Board of Aldermen under this section shall be held before the first reading of the ordinance considering a development plan.

Section 3. Severability

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

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

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.22.88 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.22.88

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

BILL NO. _____

ORDINANCE NO. _____

NEW SECTION 150.040 REDLINED TO ILLUSTRATE CHANGES

Section 150.040 Public Hearing Notices. Notices of any public hearing scheduled by the Board of Aldermen pursuant to Section ~~3 above~~ 150.030 shall be given in the following manner:

~~(a) — if~~ (a) *Independently Owned Property* If the development plan relates to property not currently owned by the applicant, notice of the public hearing shall be given by hand delivery, certified mail or nationally-recognized overnight courier service to the owner or owners of property within the redevelopment area described in the development plan at least ~~fifteen (15)~~ forty-five (45) days prior to the public hearing;

(b) ~~notice~~ Publication. Notice of the public hearing shall be published in a newspaper of general circulation ~~inserving~~ the City at least fifteen (15) days prior to the public hearing; and

~~(e) — notice~~ (c) *Notice to Affected Taxing Districts* Notice of the public hearing, together with a written statement of the impact on ad valorem real property taxes that the tax abatement described in the development plan will have on political subdivisions affected by the tax abatement, shall be given by hand delivery, certified mail or nationally-recognized overnight courier service, to the political subdivisions affected by the tax abatement at least ~~fifteen (15)~~ forty-five (45) days prior to the public hearing.

(d) *First Reading* The Public Hearing for any development plan considered by the Board of Aldermen under this section shall be held before the first reading of the ordinance considering a development plan.

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 3, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Discussion - Osage Beach Private Road Assessment

Requested Action:

Discussion

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

At the 08/04/22 Board of Alderman meeting we had a discussion related to prioritizing the assessment of privately owned roads within Osage Beach. At that time, Alderman O'Steen asked me to research whether or not the private roads included in the 2018 private road assessment had maintenance agreements on file with the county. That research has been done and what we found is attached. What we found does not provide much new information.

What I am trying to do here is come up with a process that will guide the City through how we prioritize these roads and decide which roads to work with the Osage Beach Special Road District (OBSRD) to bring up to City Design Guidelines (or as close as we can to City Design Guidelines) to eventually bring them into City inventory. This process should also include what resources property owners living on these roads have to assist with bringing their roads up to City Standards.

With the Board's permission, I would like to work with the OBSRD to reevaluate this list.

Several roads on the list have already been improved or are in the process of being approved and some roads not on the list have been brought forward for consideration.

Using the methodology listed on the second page of the 2018 private road assessment, I would like to work with the OBSRD to update this list, reassess these roads to see if anything has changed since the list was originally created and possibly add other private roads that may have infrastructure issues now, but didn't back in 2018.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation. Suggestions, comments, and direction from the Board will help to assist staff in prioritizing projects useful in partnering with the OBSRD and budget planning.

2018 Osage Beach Private Road Assessment

Prepared for: Osage Special Road District

Prepared by: Richard Ross and Nicolas Edeleman

Methodology

1. Developed a list of all Private Roads
2. Removed Condominiums and Commercial (Excluding Post Office)
3. Determined type of pavement and condition of all roads remaining
4. Physically reviewed each road and recorded overall condition
5. Determined number of full time residents – As per water billing
6. Prioritized each road within a category – High, Medium, Low

Prioritized List

Street Name	Lake Road	# Houses	# Full Time	Paved/Unpaved	Pavement Condition	Comments	Priority	Rank within Priority Range
ROWAN RD ✓	OB Parkway	0	0	Paved	Fair	Owners are willing to deed property	High	1
AMY LN	Mace	4	4	Paved	Poor	Two potholes expanding. Water line patch length of road	High	2
CLEARWOOD LN	Zebra	5	5	Both	Poor	Gravel is poor. Needs grading and gravel. One large pothole and some asphalt is breaking off	High	3
WREN LN ✓	Case	5		Gravel	Fair	Good Project. ROW question	High	4
NORMANDY RD	Case	4	4	Both	Good	Good project. Cul de Sac at end	High	5
MELBA CIR	Bluff Drive	6	6	Both	Fair	Good Project	High	6
KNIGHT CRT	Nichols	6	5	Gravel	Good		High	7
DRIFTWOOD LN	Passover	6	2	Paved	Poor	Narrow potholes and subgrade. 2-3 houses may be full time.	High	8
SUMACH LN	Bluff Drive	4	2	Both	Poor	Good Project. Road is ditch	High	9
AVER RD	Mace	8		Paved	Poor	Long Road. Some houses in Miller County. Potholes	Medium	
COPPER CRT	OB Road	2		Paved	Fair	Narrow but could be widened. All houses must use Penny	Medium	
BROOK HOLLOW	B Deunke	2		Gravel	Good	Narrow	Medium	
DEMPSEY DR	Murphy	16		Both	Poor	Part near Malibu good. As progresses to Murphy gets very poor	Medium	
BUCK LN	Murphy	6		Gravel	Good	Good Project	Medium	
PENNEL LN	OB Parkway	3		Gravel	Poor	Lots of stormwater issues	Medium	
TWIN LAKES LN	Passover	5		Gravel	Good	Good Project	Medium	
PATRICK LN	Wynn	5		Paved	Good		Medium	
SHAWN LN ✓	Wynn	4		Paved	Fair	Tree in roadway, narrow. Road is the ditch	Medium	
PENNY LN	OB Road	4		Paved	Fair	Should probably be combined with Copper Ct.	Medium	

Sept. 2019

Sept. 2021

April 2019

#1 - Rowan Rd.



1. Next to Post Office
2. High Traffic Area with continued concerns from the Public
3. Owners are willing to deed over the needed property

#2 – Amy Lane



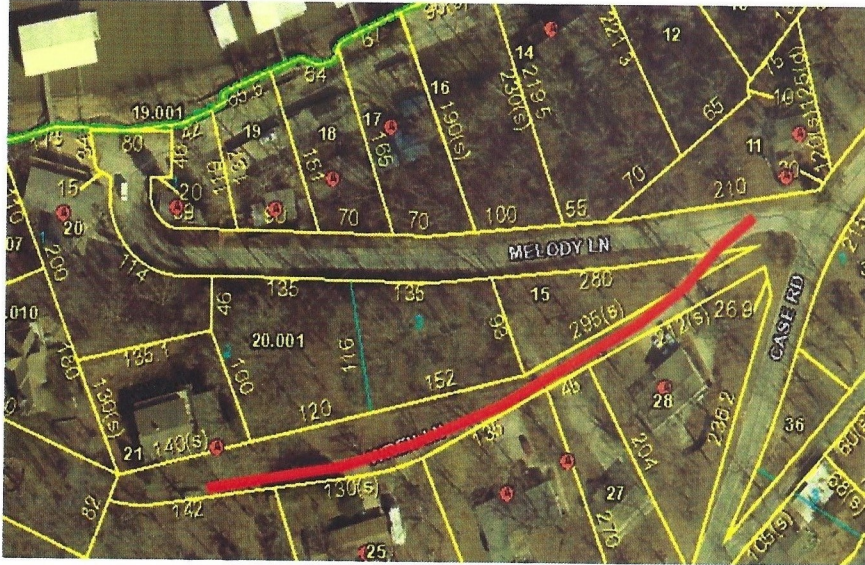
1. Very poor pavement condition
2. Serves four full time households
3. Appears to be fairly easy to execute re-furbishment
4. Steep grade that where snow plowing is needed

#3 – Clearwood Lane



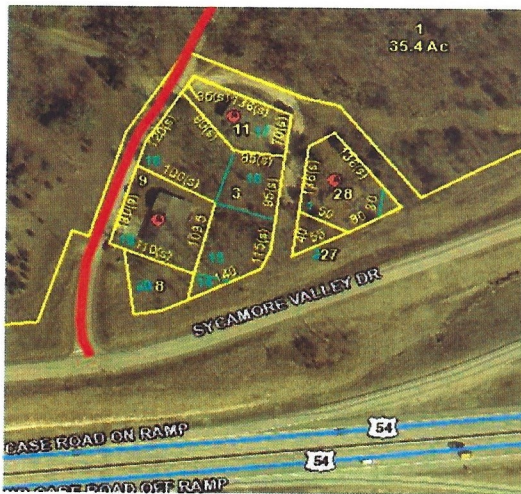
1. Serves 5 full time households
2. 50% of road is asphalt and is failing. Remaining gravel is very rough and poor condition
3. ROW attainment appears to be easily attainable

#4 – Wren Lane



1. 5 Full time households would be effected
2. Fairly easy project to execute
3. Road is completely gravel

#5 – Normandy Road



1. Serves five full time households
2. Eastern unnamed road should be included
3. Beginning portion is partially paved and gravel area should be easy to pave

#6 – Melba Circle



1. Serves five full time households
2. Road is partial gravel and partial asphalt
3. Project appears to fairly easy to execute

#7 - Knight Court



1. Serves four full time households
2. Steep entrance grade that needs snow removal
3. Appears to be fairly easy project to execute

#8 – Driftwood Lane



1. Serves 2 full time households
2. Complete gravel road in marginal condition
3. Ease of execution is unclear

#9 – Sumach Lane



1. Serves two full time households
2. Road entirely gravel with western half being generally impassable
3. Ease of project is not yet clear



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www.gatozarks.com



TITLE SEARCH REPORT

File No.: **M22-130648**

Effective Date: August 25, 2022

We have searched the land records in Camden County, Missouri and in Miller County, Missouri and do hereby certify that we find the following in regard to the described land,

Clearwood Lane:

Shown on the plat of "Bella Harbor Subdivision" in Plat Book 128, Page 40 and on the plat of "Bella Harbor Subdivision, First Addition" in Plat Book 135, Page 3. Dedicated to the use of all owners of lots in Bella Harbor Subdivision and is a private street.

NOTE: There is a portion of Clearwood Lane that remains unplatted. It is referenced as a "an existing driveway" in the legal description for Parcel No. 08-1.0-01.3-000.0-008-050.000 in Book 789, Page 96 and has been referred to that way since said legal description was created in 2006. No easement was found regarding said driveway.

Melba Circle:

Shown on the plat of "Shadow Woods" in Plat Book 20, Page 24. Dedicated to the private and common use of present and future lot owners in the subdivision for the purposes of ingress and egress and the installation and maintenance of utilities.

NOTE: There is a portion of Melba Circle that remains unplatted (as shown on GIS). No easement was found regarding the unplatted portion of Melba Circle. No mention of road ownership or maintenance appears in the CCRs found of record, although there is a HOA there (Osage Beach Harbor Property Owners Association).

Knight Court:

Shown on the plat of "Tara Dude Ranch No. 2" in Plat Book 22, Page 45. Dedicated to the private and common use of lot owners in the subdivision (not a public roadway). Roads are not mentioned in the CCRs found of record. There is a "Well Agreement and Dedication" recorded in Book 268, Page 299 which addresses the road maintenance, etc. in Section II. In 2010 the subdivision was replatted in Plat Book 120, Page 1. The original roadway was vacated, and a new roadway was platted. Said new roadway was dedicated to the lot owners of the new plat as a means of ingress and egress, parking, and for the installation and maintenance of public utilities. The portion of the roadway between Dude Ranch Road and the southeast line of the subdivision was not shown on the new plat, and no other easement was found of record regarding that section of Knight Court.

Driftwood Lane:

Unplatted roadway. Described as an easement (as well as Pintail Lane) on the deeds of the properties utilizing the road(s). The roadway was surveyed by David Krehbiel and Harms Engineering Company on survey marked V-249 as the original metes and bounds described property was split into 10 tracts (or lots) sometime between July 1963 and August 1973.

Sumach Lane:

Unplatted roadway. Created in "Establishment of Easement for Roadway" in Book 119, Page 314. Said easement is for the private use of the Lots owners of Lots 36, 37, 38 and 39 (Osage Beach Third Addition) only. Although road maintenance is mentioned in the CCRs of Osage Beach Third Addition, it is not clear if Sumach Lane is included. No other maintenance agreement was found of record.

Aver Road:

Although Aver Road appears on several plats filed in both Camden and Miller Counties, it is not dedicated to the public on any of those plats. Aver Road is referred to as a 25 foot right-of-way adjacent to the tennis courts on Quit Claim Deeds filed in both Camden and Miller Counties (see attached).

There is a Road Maintenance Agreement (filed in Book 316, Page 324, Camden County) for the paved road as shown on the plat of Indian Pointe Place Subdivision, though the road referred to is in Miller County. The CCRs for the subdivision (filed in Book O, Page 603, Miller County) also addresses the dedication and maintenance of the road.

Although the addresses appear to be Osage Beach on both sides of the county line, the Miller County GIS shows Aver Road lies within the city limits of Lake Ozark in Miller County.

THIS REPORT SHOULD NOT BE CONSTRUED AS A TITLE OPINION.

Liability of the Company under this report is limited to the amount paid for same, unless an additional fee of \$100 is paid to Great American Title Insurance Agency for expanded coverage.

Thank you for the opportunity to provide this service.

Respectfully yours,

Great American Title of Missouri, LLC

By Michael Noell

Michael Noell

Any inquiries concerning this report should be directed to (573)693-9894

This is to certify
of Missouri, during t
CO., INC., have execu
Northeast quarter of
of the Northwest qua
County, Missouri and
subdividing same in t

IN WITNESS WHERE
day of April
1920
(1920)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th
day of April, 1983.

Mo. Reg. No. L.S.-1399

State of Missouri, County of Camden, SS.
I, Don Williams, Clerk of the Circuit Court and, Ex-Officio, Recorder of said County do hereby certify that the within instrument of writing was on the 6 day of April A.D., 1913, at 2 o'clock 05 minutes P.M. duly filed for record and is now recorded in the records of that office in Book 22 at Page 45 2690
Filed 23.00

Don Williams
Recorder
Mather Mankey
Deputy

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat and the subdivision shall hereafter be known as 'TARA DUDE RANCH NO. 2'.

The roadway as shown on the accompanying plat is for the private and common use of lot owners in this subdivision and is not a public roadway.

ATTEST: Janet A. Frese
JANET A. FRESE, Secretary

FRESE TARA CONSTRUCTION CO., INC.

JOHNNIE L. FRESE, President

STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

On this 5th day of April, 1983, before me personally appeared JOHNNIE L. PRESE, to me personally known, and who being by me duly sworn, did say that he is president of FREE TARA CONSTRUCTION CO., INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said JOHNNIE L. PRESE acknowledged said instrument to be the free act and deed of said corporation.

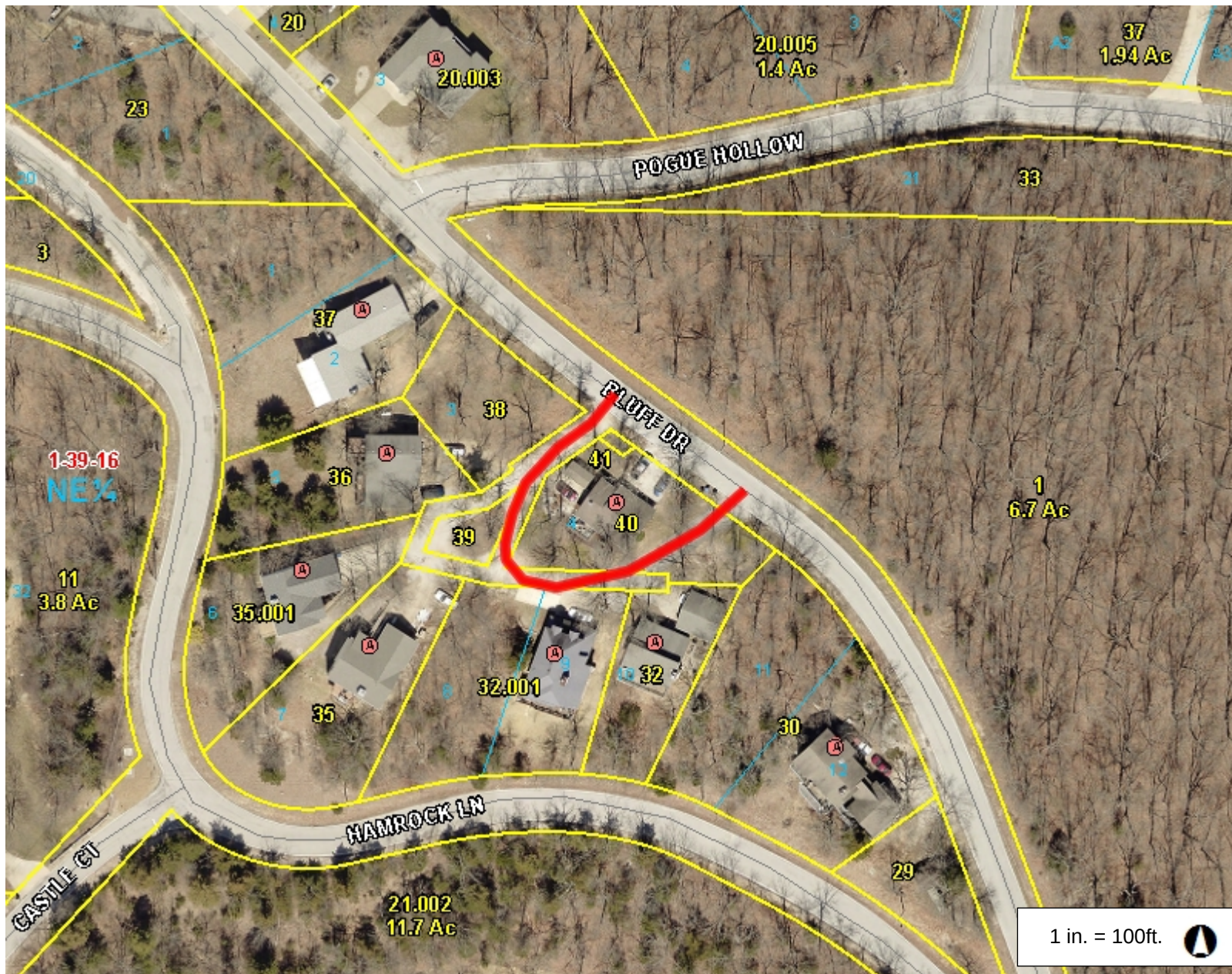
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 6-27-86

Conrad J. Clark
Notary Public

Donnie Snelling, Recorder of Deeds

Camden County, MO



Legend

- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Road
- Address Point
- Condo Point
- Parcel
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Original Lot
- Section
- Qtr Section
- County Boundary

Notes

Melba Circle
Osage Beach, MO 65065

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

" RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 "

OWNERS' DEDICATION AND RESTRICTIONS

The undersigned being all of the owners of lots in Tara Dude Ranch No. 2, as described in the foregoing Surveyor's Certificate has caused said lots to be surveyed and resubdivided into lots, roads, common area, and common utility and access easement as shown on the adjacent plat and said subdivision is hereby to be known as RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2.

Road as shown on this plat is hereby dedicated to all the lot owners of RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 as dedicators of this plat and their heirs, successors and assigns, as a means of ingress and egress and for the installation and maintenance of public utilities.

Road right of way as shown on original plat of Tara Dude Ranch No. 2 recorded in Plat Book 22, page 45, is hereby vacated and held for naught.

Utility and access easement as shown on this plat is hereby dedicated to all the lot owners of RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 as Dedicators of this plat and their heirs, successors and assigns, as a means of ingress and egress, parking, and for the installation and maintenance of public utilities.

Common area as dedicated in instrument filed for record at Book 268, page 299, Camden County Recorder's Office, is hereby amended to area as shown on this plat and is dedicated to all the lot owners of RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2, as Dedicators of this plat and their heirs, successors and assigns, for common use.

All lots as shown on the adjacent plat are subject to the Declaration of Restrictions filed for record at Book 245, page 850, Camden County Recorder's Office.

OWNER OF LOT 1
DALE E. CASAD
MARY E. CASAD
DALE E. CASAD MARY E. CASAD

STATE OF Missouri
COUNTY OF Miller

On this 23rd day of August, 2010 before me, a Notary Public, personally appeared DALE E. CASAD AND MARY E. CASAD, HUSBAND AND WIFE, to me known to be the persons described in and who executed the foregoing instrument as their free act and deed for the purposes stated therein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Christine A. Cisar
NOTARY PUBLIC

My commission expires: 7-7-2014



CHRISTINE A. CISAR
My Commission Expires
July 7, 2014
Camden County
Commission #10432536

OWNER OF LOT 2:

Susan M. Emich
SUSAN M. EMICH
INDIVIDUALLY AND AS TRUSTEE
OF THE SUSAN M. EMICH 2006 DECLARATION OF TRUST

STATE OF Missouri
COUNTY OF Miller

On this 23rd day of August, 2010, before me, a Notary Public, personally appeared SUSAN M. EMICH, INDIVIDUALLY AND AS TRUSTEE OF THE SUSAN M. EMICH 2006 DECLARATION OF TRUST, to me known to be the person described in and who executed the foregoing instrument as her free act and deed for the purposes stated therein. The said SUSAN M. EMICH further declares herself to be single and unmarried.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Christine A. Cisar
NOTARY PUBLIC

My commission expires: 7-7-2014



CHRISTINE A. CISAR
My Commission Expires
July 7, 2014
Camden County
Commission #10432536

OWNER OF PART OF LOT 5 AND PART OF LOT 6
SHOWN AS LOT 6 ON THIS PLAT:

Chris Christofore Jr.
CHRIS CHRISTOFORE JR.
Nancy A. Christofore
NANCY A. CHRISTOFORE

STATE OF Missouri
COUNTY OF Miller

On this 23rd day of August, 2010, before me, a Notary Public, personally appeared CHRIS CHRISTOFORE, JR. AND NANCY A. CHRISTOFORE, HUSBAND AND WIFE, to me known to be the persons described in and who executed the foregoing instrument as their free act and deed for the purposes stated therein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Christine A. Cisar
NOTARY PUBLIC

My commission expires: 7-7-2014



CHRISTINE A. CISAR
My Commission Expires
July 7, 2014
Camden County
Commission #10432536

SURVEYOR'S CERTIFICATE

This is to certify that I, LONNY D. ALLEN, Surveyor, during the month of Aug., 2010, by order of the owners whose names appears as Dedicators on this plat, have executed a survey and re-subdivision of Lots 1 through 6 of Tara Dude Ranch No. 2, Camden County, Missouri, original plat filed for record at Plat Book 22, page 45, Camden County Recorder's Office, for the purpose of re-subdividing and platting same in the manner shown hereon. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors.

In Witness Whereof, I have hereunto signed and sealed the foregoing this 20th day of August, 2010.

Lonny D. Allen
LONNY D. ALLEN, P.L.S.
P.L.S. #1670



CITY OF OSAGE BEACH, MISSOURI APPROVAL

PENNY LYONS, MAYOR AND DIANN WARNER, CITY CLERK of the City of Osage Beach Missouri, do hereby certify that the accompanying plat and resubdivision were approved by the Planning and Zoning Commission of the City in accordance with the Code of Ordinances of the City of Osage Beach, Missouri specifically under Ordinance No. 96.35.

In Witness Whereof, I have hereunto signed and sealed the foregoing this 26th day of August, 2010.

Penny Lyons
PENNY LYONS
MAYOR

Diann Warner
DIANN WARNER
CITY CLERK

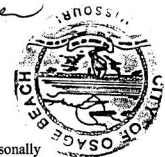
STATE OF MISSOURI)
COUNTY OF)

On this 26th day of August, 2010, before me, a notary public, personally appeared PENNY LYONS, MAYOR AND DIANN WARNER, CITY CLERK, of the City of Osage Beach, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony 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.

Nancy J. Clark
Nancy J. Clark
Notary Public - Notary Seal
STATE OF MISSOURI
Camden County
My Commission Expires Jan. 20, 2012
Commission # 08383223

Nancy J. Clark
NOTARY PUBLIC



NOT IN
ZONING DISTRICT

AUG 30 2010

S. Missouri, County of Camden, SS
FILED FOR RECORD
This 30 day of Aug, 2010
at 8:27 O'clock PM, and is now
Recorded in Book 129 Page 1A-E
DONNIE SNELLING
Recorder, Camden County, MO
Deputy D. Snelling

T-271

144.00

SHEET 1 OF 5
99-44 RESUB2

" RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 "

OWNER OF LOT 3:

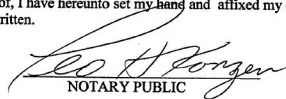

CAROL J. GROVE, TRUSTEE

UNDER THE CAROL J. GROVE LIVING TRUST DATED FEBRUARY 1, 1999,
AND ANY AMENDMENTS THERETO

STATE OF)
COUNTY OF)

On this 24 day of August, 2010, before me, a Notary Public, personally
George C. Grove appeared ~~CAROL J. GROVE~~, TRUSTEE UNDER THE CAROL J. GROVE LIVING
TRUST DATED FEBRUARY 1, 1999, AND ANY AMENDMENTS THERETO, to me
known to be the person described in and who executed the foregoing instrument as
her free act and deed as such trustee and stated that said Trust Agreement has not been
revoked and is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the
day and year last above written.


NOTARY PUBLIC

My commission expires:



S. Missouri, County of Camden, SS
FILED FOR RECORD
This 30 day of August, 2010
at 2227 O'clock P.M. and is able
Recorded in Book 120 Page 1 B
DONNIE SNELLING
Recorder, Camden County, MO
Deputy Om

S. Missouri, County of Camden, SS
FILED FOR RECORD
This 30 day of August, 2010
at 2227 O'clock P.M. and is able
Recorded in Book 120 Page 1 B
DONNIE SNELLING
Recorder, Camden County, MO
Deputy Om

" RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 "

OWNER OF PART OF LOT 4 AND PART OF LOT 5
SHOWN AS LOT 4 ON THIS PLAT:


MICHAEL CORGIAT, SOLE TRUSTEE
THE MICHAEL CORGIAT LIVING TRUST DATED NOVEMBER 10, 1997,
AND ANY AMENDMENTS THERETO

STATE OF Missouri
COUNTY OF St. Louis

On this 23rd day of August, 2010, before me, a Notary Public, personally appeared
MICHAEL CORGIAT, SOLE TRUSTEE OF THE MICHAEL CORGIAT LIVING
TRUST DATED NOVEMBER 10, 1997, AND ANY AMENDMENTS THERETO, to
me known to be the person described in and who executed the foregoing instrument
as his free act and deed as such trustee and stated that said Trust Agreement has not
been revoked and is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the
day and year last above written.


NOTARY PUBLIC

My commission expires: May 3, 2011



STACEY L. KANE
My Commission Expires
May 3, 2011
St. Charles County
Commission #07401698



S. Missouri, County of Camden, SS
FILED FOR RECORD
This 23rd day of Aug, 2010
at 2127 O'clock P.M. and is now
Recorded in Book 122 Page 1 C
DONNIE SNELLING
Recorder, Camden County, MO
Deputy DM

" RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 "

OWNER OF PART OF LOT 4 AND PART OF LOT 5
SHOWN AS LOT 5 ON THIS PLAT:

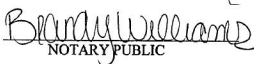

DAVID G. STEPHENSON, TRUSTEE
OF THE M. EILEEN STEPHENSON FAMILY TRUST DATED JANUARY 8, 2004
AND ANY AMENDMENTS THERETO

STATE OF)

COUNTY OF)

 On this 25 day of August, 2010, before me, a Notary Public, personally
appeared ~~DAVID G. STEPHENSON~~ DAVID G. STEPHENSON, TRUSTEE OF THE M. EILEEN
STEPHENSON FAMILY TRUST DATED JANUARY 8, 2004 AND ANY
AMENDMENTS THERETO, to me known to be the person described in and who
executed the foregoing instrument as his free act and deed as such trustee and stated
that said Trust Agreement has not been revoked and is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the
day and year last above written.


NOTARY PUBLIC

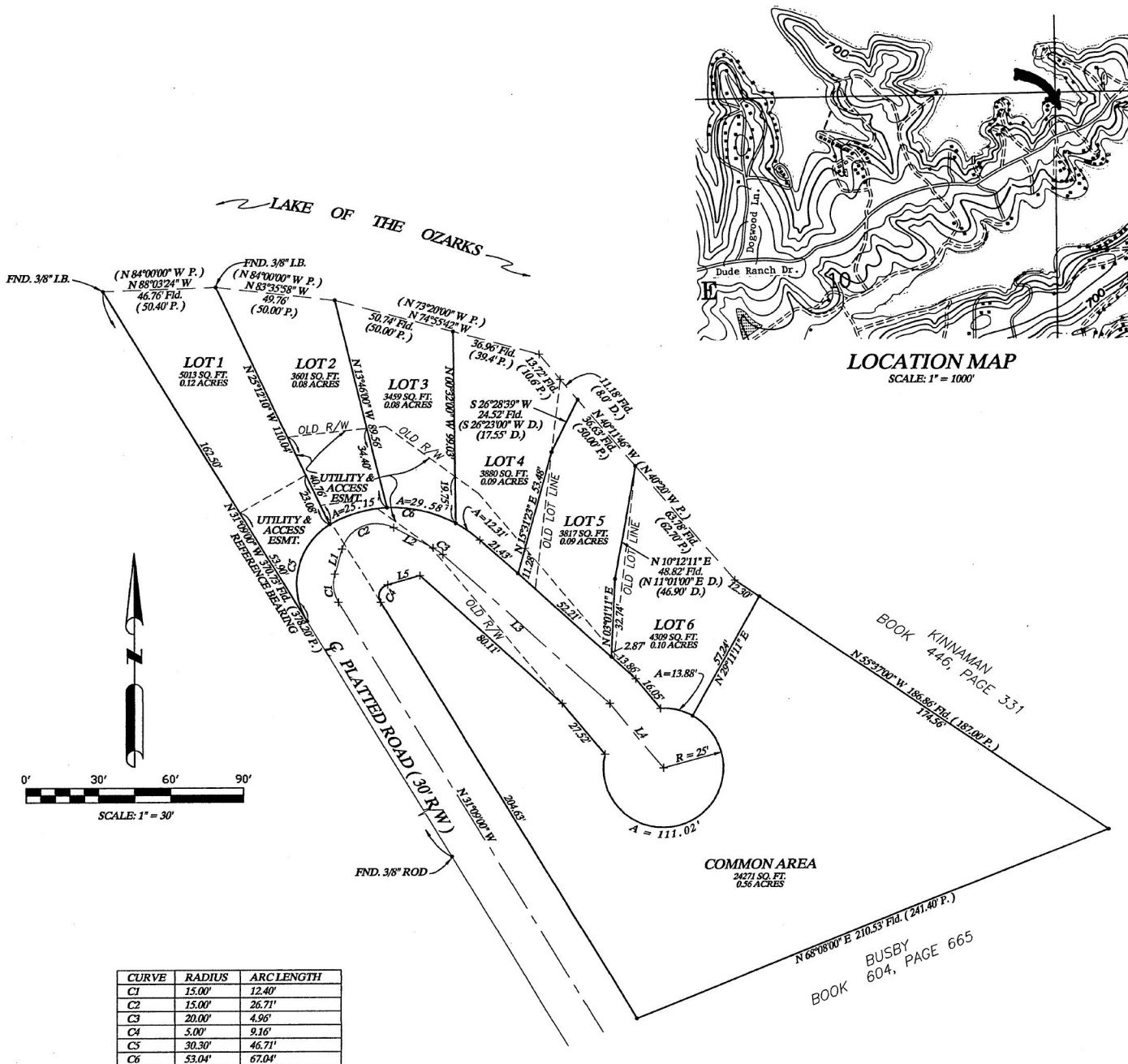
MY COMMISSION EXPIRES JUNE 17, 2013

My commission expires: _____



S. Missouri, County of Camden, SS
FILED FOR RECORD
This 30 day of Aug, 2010
at 2:27 O'clock PM, and is now
Recorded in Book 120 Page 10
DONNIE SNELLING
Recorder, Camden County, MO
Deputy DM

" RESUBDIVISION OF LOTS 1 THRU 6, TARA DUDE RANCH NO. 2 "



CURVE	RADIUS	ARCLength
C1	15.00'	12.40'
C2	15.00'	26.71'
C3	20.00'	4.96'
C4	5.00'	9.16'
C5	30.30'	46.71'
C6	53.04'	67.04'

LINE	BEARING	DISTANCE
L1	N 16°11'53" E	11.19'
L2	N 61°45'47" W	18.39'
L3	N 47°32'23" W	93.65'
L4	N 39°30'00" W	35.00'
L5	N 73°49'55" E	13.82'

NOTE: SET #4 BAR & CAP, UNLESS OTHERWISE NOTED.



S. Missouri, County of Camden, SS
FILED FOR RECORD
This 30 day of May 2010
at 2:27 O'clock P.M. and is now
Recorded in Book 130 Page 1 E
DONNIE SNELLING
Recorder, Camden County, MO
Deputy DM

Donny D. Allen, P.L.S.
Donny D. Allen, P.L.S.
P.L.S. #1670



SHEET 5 OF 5
99-44 RESUB2

INDIAN POINTE PLACE

A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, 22, 23, 26, 27 & WASTEWATER TREATMENT SITE OF "WOODLAND SHORES FIRST ADDITION", SEC. 32-40-15, MILLER COUNTY, MISSOURI & SEC. 6-39-15, CAMDEN COUNTY, MISSOURI

IN: SECTION 32, TWP. 40N., RNG. 15W., MILLER COUNTY, MISSOURI
BY: JOHN MORGAN

SURVEYORS CERTIFICATE

This is to certify that I, DALE S. MILLER, a registered land surveyor in the state of Missouri, during the months of November and December, 1987, by order of the undersigned corporation, have executed a survey of the land shown hereon, as located in the south west quarter of Section 32, Township 40N., Range 15W., Miller County, Missouri for the purpose of subdividing and naming same in the manner shown hereon. The survey was made in compliance with the minimum standards for property boundary surveys as established by the rules of the Missouri Department of Natural Resources, appearing at 10 CSR 30-2.010.

IN WITNESS WHEREOF I have hereunto signed and sealed the foregoing this 22nd day of January, 1988.

Dale S. Miller
DALE S. MILLER
Mo. Reg. No. L.S. 1300

OWNERS CERTIFICATE

The undersigned owner of the above described tract of land has caused the same to be surveyed in the manner shown on the accompanying plat, and said tract of land shall hereafter be known as INDIAN POINTE PLACE.

An easement or license is granted to and reserved by the undersigned its successors and assigns, to give or to grant to others or to locate, erect, construct, maintain and use, or to authorize the location, creation, construction, or maintenance and use of easements, rights-of-way or conduits for all and any purpose including water, gas, storm and sanitary sewer mains, electric lines, telephone lines, poles and wires, and other utilities, or all or any of them, over, under across, upon and within any part of the land above described. All streets and roadways commonly used for vehicular and pedestrian traffic as shown on this plat are private streets, and no dedication to the public of such ways for vehicular and pedestrian traffic is hereby expressed or intended. Any easement, however, is hereby granted to all owners of land or lots within "INDIAN POINTE PLACE", their grantees, representatives, successors and assigns, and to their guests, invitees,

business visitors and all duly constituted public authorities in the performance of their official duties, for ingress and egress over said private ways to all properties within the subdivision.

All lots in this subdivision shall be sold subject to the covenants, conditions, restrictions, reservations and easements governing "INDIAN POINTE PLACE", and to the covenants, conditions, restrictions, reservations and easements as provided in the "DECLARATION AND RESTRICTIONS" for INDIAN POINTE PLACE, recorded at the time of recording of this plat, in the Office of the Recorder of Deeds for Camden County, Missouri.

MORGAN DEVELOPERS, INC.

Maralee Morgan
MARALEE MORGAN
SECRETARY

John L. Morgan
JOHN L. MORGAN
PRESIDENT

STATE OF MISSOURI)
COUNTY OF MILLER) 33

On the 22nd day of January, 1988, JOHN L. MORGAN and MARALEE MORGAN, known personally to me, appeared and upon being sworn stated that they are the President and Secretary, respectively of MORGAN DEVELOPERS, INC. and that this instrument was signed and the corporate seal affixed by authority of its BOARD OF DIRECTORS and is the free act and deed of the corporation.

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

My commission expires: January 29, 1992

Linda A. Ullrich
LINDA A. ULLRICH, Notary Public

0-443
0-565
0-571
0-603

Sheet 1 of 2
F.B. NO. M-147

INDIAN POINTE PLACE

A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, 22, 23, 26, 27 & WASTEWATER TREATMENT SITE OF "WOODLAND SHORES FIRST ADDITION", SEC. 32-40-15, MILLER COUNTY, MISSOURI & SEC. 6-39-15, CAMDEN COUNTY, MISSOURI

IN: SECTION 32, TWP. 40N., RNG. 15W., MILLER COUNTY, MISSOURI

BY: JOHN MORGAN

Lake of the Ozarks

CONCRETE RETAINING WALL AT THE 662 CONTOUR IS THE SHORELINE MEANDER

SHORELINE PINS ARE CONCRETE NAILS SET AT THE TOP CENTER OF THE CONCRETE RETAINING WALL

4.0 FT. WIDE WALKWAY EASEMENT RUNS WITH & PARALLEL TO THE SHORELINE FACE OF THE CONCRETE RETAINING WALL

4.0 FT. WIDE WALKWAY EASEMENT RUNS WITH & PARALLEL TO THE APPROX. 662 CONTOUR

10 FT. WIDE STAIRWAY EASEMENT

(WASTEWATER TREATMENT SITE)

SHORES

TENNIS COURTS

ADDITION "FIRST"

"WOODLAND"

SECTION 32-40-15
SECTION 6-39-15

MILLER COUNTY
CAMDEN COUNTY

TOWNSHIP LINE
COUNTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

SOUTH 1/4 CORNER
SEC. 32-40-15
MILLER CO., MO.

NORTH 1/4 CORNER
SEC. 6-39-15
CAMDEN CO., MO.

STATE OF MISSOURI
County of Miller
In the Recorder's Office
I, LINDA DUNCAN, Clerk of the Circuit Court and ex-officio Recorder of said county, do hereby certify that the within instrument was on this 22nd day of June, A.D. 1988, duly filed for record in the office and is recorded in the records of this office in Book 7 of page 2.

STATE OF MISSOURI
County of Miller
In the Recorder's Office
I, LINDA DUNCAN, Clerk of the Circuit Court and ex-officio Recorder of said county, do hereby certify that the within instrument was on this 22nd day of June, A.D. 1988, duly filed for record in the office and is recorded in the records of this office in Book 7 of page 2.

Sheet 2 of 2
FB No. M-141

Linda Duncan
95.000
Deputy



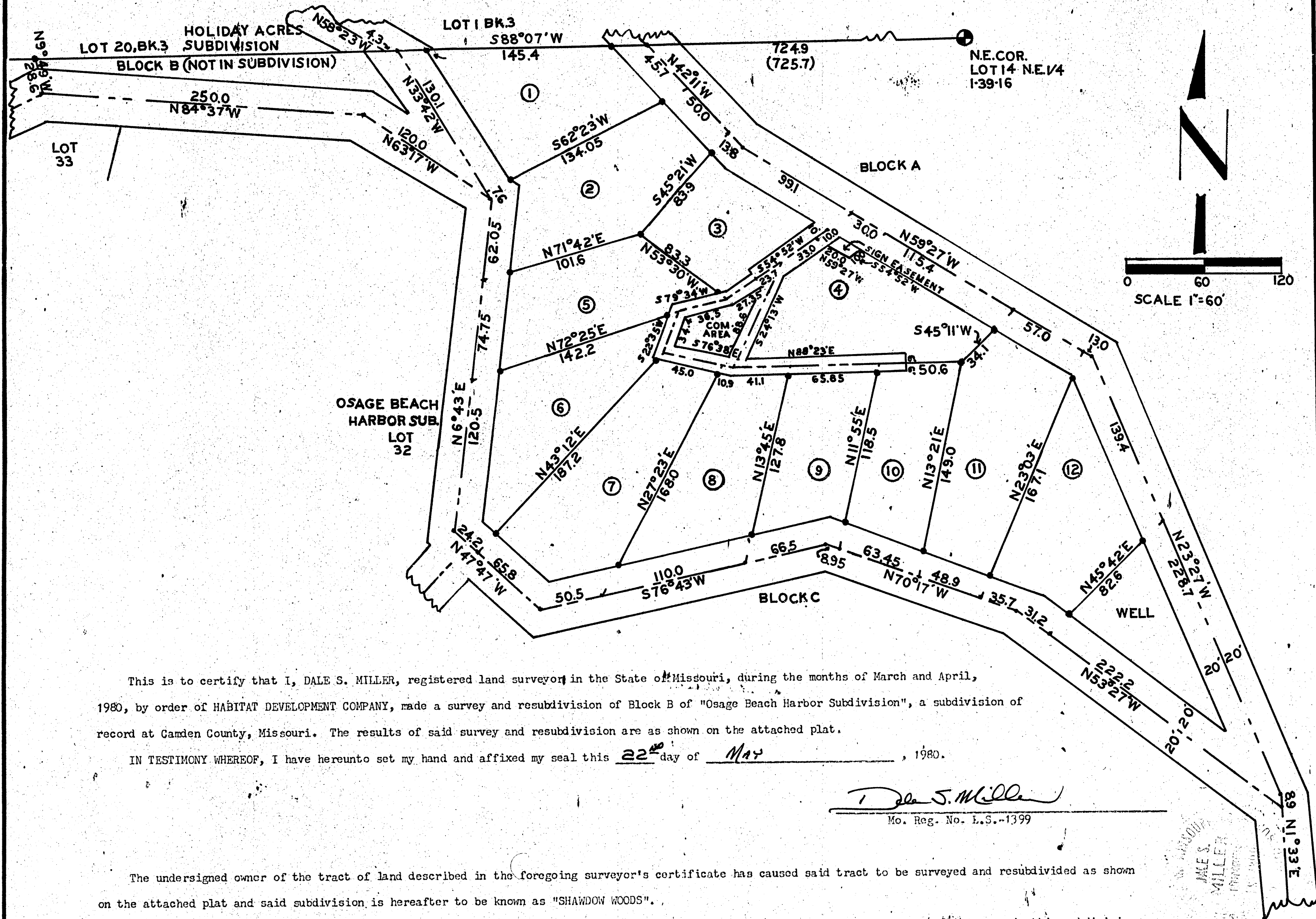
Scale 1"=60'
0 30 60 120

Notes

- 1) The bearings for this plat are based on the recorded plat for WOODLAND SHORES FIRST ADDITION.
- 2) Bearings and distances enclosed in parentheses are from the FIRST ADDITION.

Dale S. Miller
DALE S. MILLER
MO Reg. No. LS-1399

SHADOW WOODS



This is to certify that I, DALE S. MILLER, registered land surveyor in the State of Missouri, during the months of March and April, 1980, by order of HABITAT DEVELOPMENT COMPANY, made a survey and resubdivision of Block B of "Osage Beach Harbor Subdivision", a subdivision of record at Camden County, Missouri. The results of said survey and resubdivision are as shown on the attached plat.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 22nd day of MAY, 1980.

Dale S. Miller
Mo. Reg. No. L.S.-1399

The undersigned owner of the tract of land described in the foregoing surveyor's certificate has caused said tract to be surveyed and resubdivided as shown on the attached plat and said subdivision is hereafter to be known as "SHADOW WOODS".

Roads are located as shown on the attached plat and are hereby dedicated to the private and common use of present and future lot owners in this subdivision for the purposes of ingress and egress and the installation and maintenance of utilities.

All lots in this subdivision shall be sold subject to the restrictions and conditions appearing in a certain instrument entitled "RESTRICTIONS TO LOTS IN OSAGE BEACH HARBOR AND OAK RUN SUBDIVISIONS" and recorded in Book 207 at Page 056 in the Office of Recorder of Deeds of Camden County, Missouri.

IN TESTIMONY WHEREOF, we have set our hands and affixed the corporate seal this 27th day of MAY, 1980.

HABITAT DEVELOPMENT COMPANY

Harold G. Taylor
HAROLD G. TAYLOR, President

ATTEST: Sally Taylor
SALLY TAYLOR, Secretary

STATE OF MISSOURI)
COUNTY OF CAMDEN)

On this 27th day of MAY, 1980, before me personally appeared HAROLD G. TAYLOR, who being by me duly sworn, did say that he is the president of HABITAT DEVELOPMENT COMPANY, a Missouri corporation, and that the seal affixed to this instrument is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors and said HAROLD G. TAYLOR acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires 4-19-80

Alvin L. Herndon
Notary Public

State of Missouri, County of Camden, SS.
I, Don Williams, Clerk of the Circuit Court and Ex-Officio Recorder of said County do hereby certify that the within instrument of writing was on the 27th day of MAY, A.D., 1980, at 11 o'clock 30 minutes AM, duly filed for record and is now recorded in the records of that office in Book 20 at Page 24
Fee \$ 25.00

Don Williams
Recorder

Deputy