

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

April 3, 2025 - 5:30 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.

Any questions or comments for the Mayor and Board may also 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.

- Pg 4 ► Minutes of Board of Aldermen meeting March 20, 2025
- Pg 12 ► Bills List - April 3, 2025
- Pg 23 ► New Liquor License - Hardwood Throw Co. LLC - 4821 Osage Beach Parkway

UNFINISHED BUSINESS

- Pg 24 A. Bill 25-20 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245, Section 245.060 Park Advertising of the City code for various purposes as set forth. *Second Reading*
- Pg 29 B. Bill 25-23- An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Daikin TMI for 911 Dispatch Relocation Project for an amount not to exceed \$21,632.00. *Second Reading*
- Pg 35 C. Bill 25-25- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 adopting the 2025 annual operating budget by removing and adding job titles within the FY2025 Employee Pay Plan. *Second Reading*
- Pg 38 D. Bill 25-26 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 112 Lake Ozark - Osage Beach Joint Sewer Board, Section - 112.030 Appointed Members. *Second Reading*

NEW BUSINESS

- Pg 40 A. Proclamation authorizing the Mayor National Public Safety Telecommunicators Week April 13-19, 2025
- B. Public Hearing - Amended CID Petition
- Pg 41 C. Bill 25-27- An ordinance of the City of Osage Beach, Missouri, approving a petition to amend the petition establishing the Lakeport Village Community Improvement District. *First Reading*
- Pg 132 D. Bill 25-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Osage Beach Scout Troop #118 to manage and staff the Osage Beach City Park Concession Stand for the 2025 Season *First Reading*
- Pg 142 E. Bill 25-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozark Jeep Invasion event support request in an amount not \$5,500.00. *First Reading*
- Pg 148 F. Bill 25-30 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Section 705.090 Pressure and Continuity. *First Reading*
- Pg 153 G. Motion to amend the purchase of 2 dump trucks from Premier Truck Group for an amount not to

exceed \$7,000

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

- A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

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
March 20, 2025**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, March 20, 2025, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Celeste Barela, Alderman Richard Ross, Alderman Bob O'Steen and Alderman Phyllis Marose and Alderman Kevin Rucker. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Police Chief Todd Davis, City Planner Cary Patterson, City Engineer Drew Bowman, City Treasurer Karri Bell, Public Information Officer (PIO) Jayme Rutledge, Airport Manager Ty Dinsdale, Human Resource Director Maddie Mousseau, Parks and Recreation Manager Eric Gregory.

CITIZEN'S COMMUNICATIONS

Harold Smock - Please see attached letter submitted to the Board of Aldermen.

APPROVAL OF CONSENT AGENDA

Alderman arose made a motion to approve the consent agenda. This motion was seconded by Barela. Motion passes unanimously with voice vote.

FINANCIAL UPDATE

3.6% above last year

3.7% in sales tax from last year.

UNFINISHED BUSINESS

Bill 25-16- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 Adopting the 2025 Annual Operating Budget, to increase budget expenditures for the fiscal year 2025 for City Park Maintenance Building Bathroom Addition. Second Reading

Alderman Rucker made a motion to approve the second reading of Bill 25-16. This motion was seconded by Alderman Barela. A roll call was taken to approve the second and final reading of Bill 25-16 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-16 passed and approved as Ordinance 25-16.

Bill 25-17 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 Adopting the 2025 Annual Budget, Transfer of Funds for Necessary Expenditures, for Summit Circle Drainage Improvements Project. Second Reading

Alderman Ross made a motion to approve the second reading of Bill 25-17. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-17 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-17 passed and approved as Ordinance 25-17.

Bill 25-18 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 Adopting the 2025 Annual Operating Budget, amend and increase in budget expenditures for fiscal year 2025 for the Purchase of Police Department Vehicles. Second Reading

Alderman O'Steen made a motion to approve the second reading of Bill 25-18. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-18 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-18 passed and approved as Ordinance 25-18.

Bill 25-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign an amendment letter agreement with PGAV Planners, LLC (PGAV) for an analysis of the Incremental Tax Revenues for the Oasis at Lakeport Project in Osage Beach, MO for an amount not to exceed \$95,000.00, excluding applicable reimbursable expenses. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 25-19. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 25-19 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-19 passed and approved as Ordinance 25-19.

NEW BUSINESS

Bill 25-20 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245, Section 245.060 Park Advertising of the City code for various purposes as set forth. *First Reading*

Alderman Rucker made a motion to first reading of Bill 25-20. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Bill 25.21 - An ordinance of the City of Osage Beach, Missouri, authorizing supplemental agreement #3 for time extension to the design services agreement with Engineering Surveys & Services for the Hwy 42 Sidewalk project. *First and Second Reading*

Alderman Hoffman made a motion to first reading of Bill 25-20. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Alderman Ross made a motion to approve the second reading of Bill 25-21. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-21 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-21 passed and approved as Ordinance 25-21.

Bill 25.22 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a time extension Supplemental Agreement #2 for a time extension with Missouri Highways and Transportation Commission Enhancements Fund for the Highway 42 Tap Grant ADA Project. *First and Second Reading.*

Alderman Hoffman made a motion to first reading of Bill 25-22. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Alderman Hoffman made a motion to approve the second reading of Bill 25-22. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 25-22 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-22 passed and approved as Ordinance 25-22.

Bill 25-23- An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Daikin TMi for 911 Dispatch Relocation Project for an amount not to exceed \$21,632.00. *First Reading*

Alderman Rucker made a motion to first reading of Bill 25-23. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

Bill 25-24- An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 1 - Overview, Section 2 - Water System, Section 3 - Sewerage System, Section 4 - Storm Drainage, Section 5 - Roads, Streets and Parking Areas, Section 6 - Road Cut, Utility Trench & Excavation Permit, Section 7 Street Lights. *First Reading*

Alderman Hoffman made a motion to table the first reading of Bill 25-24. This motion was seconded by Alderman O'Steen. Motion passes unanimously with voice vote.

Resolution 2025-09 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend the fiscal year 2025 budget by adding Public Works Director

Alderman Ross made a motion to approve Resolution 2025-09. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote.

Bill 25-25- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 adopting the 2025 annual operating budget by removing and adding job titles within the FY2025 Employee Pay Plan. *First Reading*

Alderman Ross made a motion to first reading of Bill 25-25. This motion was seconded by Alderman Marose. Motion passes 5 Ayes and 1 Nay with a voice vote.

Bill 25-26 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 112 Lake Ozark - Osage Beach Joint Sewer Board, Section - 112.030 Appointed Members. *First Reading*

Alderman Marose made a motion to first reading of Bill 25-26. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote.

Presentation - Airport Master Plans for Lee C. Fine and Grand Glaize Airports

Representatives from CMT gave a presentation on Master Plan Projects for Lee C Fine and Grand Glaize Airports, along with summary forecast projections, master plan recommendations, plan implementations and what will be upcoming in the future. All plans are accessible on the Cities website.

Discussion - Road Petitions, Direction from the Board of Aldermen concerning what amount of upgrade from existing conditions to the City's Design Guidelines are needed for an existing road to be accepted into City Inventory.

The City Engineer got the direction he needs to proceed with the Design Guidelines when pertaining to accepting existing roads into City Inventory.

STAFF COMMUNICATIONS

City Administrator Lake – Budget Books will be ready next week.

Police Chief Davis – New Police Officer and a New Dispatcher started this week.

Parks and Rec Gregory – Youth League Baseball Registration was extended by a week. Easter Egg hunt April 19th. Rec Specialist will start very shortly.

City Engineer Bowmen – Veterans Memorial in front of City Hall is underway.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Marose – LOZ Parade Great. Veterans Memorial is gaining great progress.

Alderman Rucker - Would like some information on the Gerrard Lane. Staff will put it together. Asked the City Clerk to work on Business License Ordinances.

Thank you to all First Responders for all the responses to the fires. Mayor gave kudos to Jeff Tegethoff for offering displaced families from the fires to stay in the Reserves for 3 months.

ADJOURN

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 March 6, 2025, and approved March 20, 2025.

Tara Berreth, City Clerk

Michael Harmison, Mayor

**** All meetings may be viewed on Facebook and YouTube for further details and clarification.**

1375 Gerrard Lane

Osage Beach Mo 65065

Issue with Culvert

- Constantly clogged- I personally am currently cleaning and unclogging this culvert close to every other day.
- Leaks into the house in multiple locations.
- Washed out a brick retaining wall we had just built
- Front yard is always washed out.
- We have installed a double French drain in the front yard that diverts the water to across the driveway of the above mentioned address that then leads into a spill way that runs the length of the driveway (The other side of the mentioned culvert)
- Causing the entire house to settle extremely bad
- Measures were taken by the previous owner of said location to stop the house from settling I was advised it was in the price range of \$30,000.00-I believe this consisted of drilling down to bedrock and not sure if foam was used or what was used to raise the house back up and fill cavities.
- Recently hired a team to come out access the situation and to the best of their knowledge fix the problem so there is no more settling of
- house.
- That process cost \$16,000.00
- Just finished replacing all the flooring at this location when pulling up the old flooring we uncovered that there was a gap in between two pieces of sub floor on one side it was roughly $\frac{1}{4}$ inch while on the other end of that piece it was closer to 2 inches.
- There is damage to multiple walls and ceiling and base board/ trim/crown molding door frames doors ceiling concrete floor. I have fixed spots on my wall etc more than a hand full of times and this includes mudding and taping sanding painting etc. Water is actually coming up thru the break in the concrete flooring within a storage area below the steps leading to the upstairs.
- There are very large windows upstairs one of those windows dropped approx. 6 inches or so at that point you were able to see outside directly above the window between the top of the window and the ceiling. I had to hire a company to come remove the window repairs were then done to parts surrounding the window that company was then paid to come put the window back in place. This was another few thousand dollars.
- It caused the door frames on both my laundry room and one of the down stairs bathrooms to swell up and the baseboards to retain water as well at one point there was actually mushrooms forming and growing off the baseboards and eventually all effected 5" baseboards had to be replaced as they inquired a large amount of black mold.
- The lower floor living room floor was just recently leveled using a laser leveler and tri pod . After quite a bit of new lumber and floor leveler all angles of this room were level. Within a maybe 2 or 3 weeks time the readings no longer matched as one was approx. $\frac{1}{2}$ difference already.

Received IB
3/20/25
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- The entire stairwell is starting to pull away from the wall and separate itself.
- Drywall is breaking at the seams in over a hand full of locations within the mentioned residence.
- Nothing that has been done up to this point has rectified the issue,
- The last time this culvert was cleaned out was two days ago and not only was it compacted with leaves it was also tightly packed with gravel and rocks. When clearing the culvert of debris this last time we had to use a shovel a high powered back pack blower a garden hoe and hands to free it of debris so water would then flow thru it, When doing this we realized the culvert was now actually close to pinched closed. We used a bottle jack and opened it the best we could and created something to go in front of the culvert to act as a screen to try and keep leaves and larger rocks out of the culvert.
- The issue is also causing the loss of trees that are on property with the culvert the ground is being washed away through out and just above the ditch that the culvert ends causing tree roots to be exposed once that happens the tree dies off and falls over.
- We walked in the laundry room while getting the house cleaned up as the owner Dr Chris Towery was coming into town and noticed the laundry room floor was starting to flood. This is coming from the ditch the culvert is located in. I went to inspect the issue that's when I realized the culvert was jam packed with leaves gravel sand and other debris. It was so packed I was unsuccessful using a Husqvarna 580BTS back pack blower and ended up using a shovel and other large yard tools to unclog the culvert. During this process there were pictures taken of most everything so you are able to physically see exactly what the issue is and what issues it is causing.
- I do have a video that plainly shows the gravel trail that was left behind after the water went from the ditch and culvert across the road and entered the front yard at 1375 Gerrard the water trail is also visible all the way thru the front yard thru the retaining wall and then thru the gravel and right to the foundation of the home where the water was coming into the residence.

We made an appearance at a previous board meeting and someone came out to the location and shortly after the city workers were here cutting across the road removing the old culvert and replacing with brand new one. They then filled the entire ditch where the problem is coming from with large rock which sits taller than the road way which makes no sense as that would just allow the water to continue to go over and across the road to 1375 Gerrard as it has been. This culvert is always still so full it does not good even being there.

- We have since fixed all the same spots with the seams of the drywall as well as had holes drilled out in the floor in multiple locations again filling them with foam after purchasing an expensive camera to look beneath the floor. The cost associated with this is roughly a little over \$7,000.00

Here's a more detailed explanation:

Water Accumulation and Soil Saturation:

When water pools near your house, the soil around the foundation becomes saturated.

Erosion and Cavity Formation:

Over time, this saturated soil can erode, particularly if the ground is prone to it, leading to the formation of cavities or voids under the house.

Foundation Settling:

The loss of soil support due to erosion and cavities can cause the foundation to settle or shift, leading to cracks in walls, floors, and other structural issues.

Sinkhole Formation:

In extreme cases, persistent water intrusion and soil erosion can even lead to sinkhole formation.

Other Issues:

Water pooling can also lead to mold, mildew, and wood rot, further damaging your home.

Addressing the Issue:

To prevent these problems, it's crucial to ensure proper drainage away from the foundation, which can involve regrading the yard, installing French drains, or extending downspouts.

We have done all measure possible on our end and in total have spent well over \$90,000.00- We cant fix the issue if the city doesn't fix their part first. We have tried everything and don't feel we should continue to spend our hard earned money to fix something that our tax dollars are supposed to be covering to begin with.

Yes, excess water from city property onto your yard can potentially create cavities under your house and cause settling, and the city may be responsible for fixing the issue and potentially reimbursing you for damages, depending on the circumstances and local laws.

Here's a breakdown of the situation:

Potential for Damage:

Excess water, especially if it's persistent or heavy, can saturate the soil around your foundation, leading to:

Cavity Formation: The water can erode the soil, creating voids or cavities under your house.

Foundation Settlement: These cavities can cause the foundation to sink or shift, leading to cracks in walls, doors, and windows, and other structural problems.

Other Issues: Water can also lead to mold, mildew, and rot, further damaging your property.

City Responsibility:

Negligence: If the city's actions (or inaction) directly caused the water to flow onto your property and cause damage, they could be held liable for negligence.

Examples: This could include:

Construction Issues: A recently built or poorly maintained drain under the street that's causing water to flow onto your property.

Failure to Maintain Infrastructure: A clogged or damaged storm drain that's causing water to back up onto your property.

Unreasonable Alteration of Natural Drainage: If the city's actions have altered the natural flow of water, causing it to be directed onto your property, they could be liable.

Your Options:

Document Everything: Take photos and videos of the damage, keep records of any conversations with the city, and gather any relevant documentation.

Contact the City: Inform the city about the problem and request that they take steps to fix it.

Seek Legal Counsel: If the city refuses to take responsibility or address the issue, consult with a real estate attorney to explore your legal options, including suing the city for damages.

Consider Mediation: Mediation can be a less adversarial way to resolve disputes and may be a good option before resorting to a lawsuit.

Reimbursement for Expenses:

If the city is found liable for the damage, you may be able to recover the costs you've incurred to address the problem, including the \$90,000 you've spent.

Legal Fees: You may also be able to recover your legal fees if you win your case.

Important Note:

Proving that the city's actions caused the damage and that you suffered damages as a result can be complex, so it's crucial to gather as much evidence as possible and seek legal advice.

**CITY OF OSAGE BEACH
BILLS LIST
April 3, 2025**

Bills Paid Prior to Board Meeting	\$	202,790.13
Payroll Paid Prior to Board Meeting	\$	186,776.17
SRF Transfer Prior to Board Meeting	\$	25,044.42
TIF Transfers	\$	92,562.81
Bills Pending Board Approval	\$	156,838.52
Total Expenses	\$	<u>664,012.05</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	5,162.00
			Fed WH	14,833.15
		INTERNAL REVENUE SERVICE	FICA	10,606.06
			Medicare	2,480.43
		MISSIONSQUARE RETIREMENT	Loan Repayment	15.42
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirement 457 &	5,363.78
			Retirement 457	2,603.84
			Loan Repayments	21.66
			Loan Repayments	233.48
			Loan Repayments	85.61
			Loan Repayments	119.32
			Loan Repayments	113.99
			Loan Repayments	577.67
			Loan Repayments	189.44
			Loan Repayments	258.16
			Loan Repayments	92.43
			Retirement Roth IRA	475.00
		OPTUM BANK INC	HSA Contribution	330.83
			HSA Family/Dep. Contributi	2,574.96
		ONE TIME VENDOR JOHN PLEASANT	DMO BOND REFUND #25-1022	2,000.00
			TOTAL:	48,662.89
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	356.28
			Medicare	83.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	152.32
			Retirement 401	355.40
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.66
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		HOFFMAN, JUSTIN	SENATE, HOUSE, CAMDEN HEAR	189.00
			TOTAL:	1,258.98
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	1.46
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	715.37
			Medicare	167.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	346.81
			Retirement 401	809.24
		WHITE, APRIL	MILEAGE FOR MO-GFOA WINTER	105.00
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	139.98
			TOTAL:	2,283.70
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	263.29
			Medicare	61.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	132.96
			Retirement 401	310.22
		AT&T MOBILITY-CELLS	CLERK CELL PHONES	47.66
		OPTUM BANK INC	HSA Family/Dep. Contributi	150.00
			TOTAL:	965.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	591.84
			Medicare	138.41
		MISSIONSQUARE RETIREMENT	Retirement 401%	276.47
			Retirement 401	695.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	300.00
			TOTAL:	2,002.48
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	110.56
			Medicare	25.86
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.40
			Retirement 401	129.26
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	396.08
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	397.15
			Medicare	92.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.16
			Retirement 401	455.37
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,215.56
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	641.55
			Medicare	150.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.74
			Retirement 401	748.39
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	313.94
		WEX INC	BLDG DEPT FUEL	128.35
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	2,480.01
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	68.65
			Medicare	16.06
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			TOTAL:	124.46
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	398.56
			Medicare	93.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	194.23
			Retirement 401	453.21
		LOWE'S	PRESSURE TREATED LUMBER	16.68
			TERMINAL CHAIN FENCE POST	22.77
			KILN-DRIED LUMBER	12.20
			PAINTING SUPPLIES & MATERI	49.95
			WOOD PELLETS	19.92
			ARTIFICIAL GRASS,TP HOLDER	84.31
			WNDSHLD WSHR, BTHRM SUPPLI	46.32
			PARKS DEPT CELL PHONES	136.56
			PARK DEPT FUEL	294.24
			LWR DIAMOND LTS 2/6-3/9/25	16.24
			HWY 42 BALLPRK LTS 2/6-3/9	22.68
			HSA Contribution	112.50
			TOTAL:	1,973.58
		AT&T MOBILITY-CELLS		
		WEX INC		
		AMEREN MISSOURI		
		OPTUM BANK INC		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	252.43
			Medicare	59.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	125.49
			Retirement 401	292.83
		AT&T MOBILITY-CELLS	HR CELL PHONES	43.47
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	885.75
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	<u>83.14</u>
			TOTAL:	83.14
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,262.75
			Medicare	996.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,923.09
			Retirement 401	4,957.25
		O'DAY, MICHAEL	IA CERTIFICATION MEALS - O	200.00
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS 2/23/25	1,031.00
			POLICE DEPT CELL PHONES	803.30
		WEX INC	POLICE DEPT FUEL	4,469.12
			POLICE DEPT CAR WASHES	46.81
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	<u>1,125.00</u>
			TOTAL:	20,077.76
911 Center	General Fund	AT & T/CITY HALL	911 PH SVC 2/23-3/22/25	991.67
			CH PH SVC/911 3/5/25	1,000.00
		INTERNAL REVENUE SERVICE	FICA	1,333.16
			Medicare	311.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	368.62
			Retirement 401	1,408.26
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM CABLE	41.57
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.66
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	5,727.72
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	223.80
			Medicare	52.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.79
			Retirement 401	260.84
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	723.77
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	483.43
			Medicare	113.06
		MISSIONSQUARE RETIREMENT	Retirement 401%	237.08
			Retirement 401	553.16
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	136.98
		WEX INC	ENG DEPT FUEL	30.96
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,667.17
Information Technology	General Fund	AT & T/CITY HALL	CH PH SVC/911 3/5/25	910.32
		INTERNAL REVENUE SERVICE	FICA	383.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	89.71
		MISSIONSQUARE RETIREMENT	Retirement 401%	114.63
			Retirement 401	440.73
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	139.56
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,153.54
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	117.40
			Medicare	27.46
		MISSIONSQUARE RETIREMENT	Retirement 401%	56.81
			Retirement 401	132.55
		VIPER COMMUNICATIONS	EASTER EGG HUNT PROMO RADI	<u>304.00</u>
			TOTAL:	638.22
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	360.24
		INTERNAL REVENUE SERVICE	Fed WH	802.76
			FICA	865.00
			Medicare	202.31
		MISSIONSQUARE RETIREMENT	Retirment 457 &	647.66
			Retirement 457	34.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>47.07</u>
			TOTAL:	2,959.04
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	865.00
			Medicare	202.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	431.45
			Retirement 401	1,006.69
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	573.29
		WEX INC	TRANS DEPT FUEL	6,061.88
		AMEREN MISSOURI	KK DR PALISADES 2/3-3/4/25	96.81
			MAIN SALD BLDG 2/9-3/10/25	18.25
			ST LTG SERV 2/1-3/1/25	4,293.83
			CUST OWNED LTG 2/1-3/1/25	354.12
		OPTUM BANK INC	HSA Family/Dep. Contributi	325.50
		TEXAS PRIDE TRAILERS LLC	TRAILER FOR PW	<u>12,995.00</u>
			TOTAL:	27,224.12
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	FEB 2025 SALES TAX	4,629.43
			State Withholding	472.88
		INTERNAL REVENUE SERVICE	Fed WH	1,177.77
			FICA	991.74
			Medicare	231.94
		MISSIONSQUARE RETIREMENT	Retirment 457 &	646.34
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	108.65
			HSA Family/Dep. Contributi	<u>105.63</u>
			TOTAL:	8,397.38
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	991.74
			Medicare	231.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	440.61
			Retirement 401	1,156.94
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	407.35
		WEX INC	WATER DEPT FUEL	1,000.81
		AMEREN MISSOURI	6186 FIRE ST WELL 1/30-3/2	4,470.95
			BLUFF RD TOWER 02/09-03/10	<u>2,344.27</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COLLEGE WELL 02/06-03/09/2	1,045.15
			LK RD 54-59 WELL 1/29-2/25	206.44
			SWISS VLG WELL 1/29-2/27/2	851.07
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	324.75
		TEXAS PRIDE TRAILERS LLC	TRAILER FOR PW	<u>12,995.00</u>
			TOTAL:	26,542.02
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	572.88
		INTERNAL REVENUE SERVICE	Fed WH	1,590.62
			FICA	1,308.53
			Medicare	306.02
		MISSIONSQUARE RETIREMENT	Retirement 457 &	485.62
			Retirement 457	83.00
			Retirement Roth IRA	25.00
		OPTUM BANK INC	HSA Contribution	130.00
			HSA Family/Dep. Contributi	<u>253.13</u>
			TOTAL:	4,754.80
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,308.53
			Medicare	306.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	421.75
			Retirement 401	1,502.19
		LOWE'S	PVC CEMENT & PRIMER	12.81
			PARTS FOR SANDS VAPEX	107.71
			ZIP TIES	34.16
			BLADES,TAPE MEASURE,PENCIL	94.85
			GLOVES & DRILL BITS	37.00
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	897.89
		WEX INC	SEWER DEPT FUEL	1,629.88
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	4,426.88
			GRINDER PUMPS & LIFT STATI	7,030.73
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	249.75
		LYBYER, SPENCER	MILEAGE REIMB 3/4, 3/6/25	75.60
		DIFFEY, CHAD	MILEAGE REIMB 3/4/25	<u>21.00</u>
			TOTAL:	18,306.76
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	688.00
		INTERNAL REVENUE SERVICE	Fed WH	1,942.82
			FICA	1,346.89
			Medicare	314.99
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	88.93
			Loan Repayment	45.57
			Loan Repayment	85.61
			Retirement 457 &	440.41
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
		ONE TIME VENDOR HEALTHY BLUE	AMB OVERPAYMENT	300.90
		ZAFRAN SAM	AMB OVERPAYMENT	<u>918.50</u>
			TOTAL:	6,832.11
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,346.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Medicare	314.99
			Retirement 401%	402.90
			Retirement 401	1,479.03
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	41.57
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS 2/23/25	88.48
			AMB DEPT CELL PHONES	47.66
		AMBULANCE REIMBURSEMENT SYSTEMS INC	FEB AMBULANCE REIMBURSEMEN	2,292.33
		WEX INC	AMB FUEL	547.21
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
		WEAVER, AARON	REIMB PALS & ACLS INSTRUCT	82.40
			TOTAL:	6,905.96
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	FEB 2025 SALES TAX	563.47
			State Withholding	244.20
		INTERNAL REVENUE SERVICE	Fed WH	478.79
			FICA	484.87
			Medicare	113.40
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.21
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Contribution	20.00
			HSA Family/Dep. Contributi	153.33
			TOTAL:	2,230.81
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 2/9-3/10/25	12.16
			LCF RUNWAY LTS 1/29-2/27/2	47.54
			AP FIREHOUSE 1/29-2/27/25	417.06
			KAISER TRMNL BLDG 2/9-3/10	270.18
			LCF HANGAR 2 2/9-3/10/25	125.15
			LCF NEW AP HANGAR 2/9-3/10	90.65
		NAEGLER OIL CO	LCF EQUIP CHRG & SATELITTE	90.00
		INTERNAL REVENUE SERVICE	FICA	484.87
			Medicare	113.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	76.15
			Retirement 401	540.92
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.83
		WEX INC	LCF FUEL	104.22
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	2,628.63
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	72.80
		INTERNAL REVENUE SERVICE	Fed WH	316.60
			FICA	274.98
			Medicare	64.31
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.22
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	858.91
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 1/27-2/25/2	57.18
		AMEREN MISSOURI	GG AP HANGAR 1/29-2/27/25	45.58
			GG TBLC EXT D 1/29-2/27/25	366.47
			GG AIRPORT SHOP 1/29-2/27/	125.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			957 AIRPORT RD 1/29-2/27/2	12.16
			GG AP TBLC EXT D 1/29-2/27	22.81
			GG AP HANGAR 1/29-2/27/25	15.12
			GG AP SLEEPY 1/29-2/27/25	167.56
		NAEGLER OIL CO	GG EQUIP CHRG & SATELITTE	90.00
		INTERNAL REVENUE SERVICE	FICA	274.98
			Medicare	64.31
		MISSIONSQUARE RETIREMENT	Retirement 401k	55.84
			Retirement 401	322.34
		LOWE'S	MOP HEAD REPLACEMENTS	16.61
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.83
		WEX INC	GG FUEL	56.52
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	1,821.37

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

10	General Fund	93,328.22
20	Transportation	30,183.16
30	Water Fund	34,939.40
35	Sewer Fund	23,061.56
40	Ambulance Fund	13,738.07
45	Lee C. Fine Airport Fund	4,859.44
47	Grand Glaize Airport Fund	2,680.28

GRAND TOTAL:		202,790.13
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TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Treasurer	General Fund	HOOD & ASSOCIATES CPAS PC	2024 AUDIT BILLING #1	3,000.00
			TOTAL:	3,000.00
City Attorney	General Fund	INTERNATIONAL MUNICIPAL LAWYERS ASOC	2025 IMLA MEMBERSHIP-BRADB	401.00
			TOTAL:	401.00
Building Maintenance	General Fund	CINTAS CORPORATION	MATS	148.66
		STAPLES BUSINESS ADVANTAGE	TOWELS	162.88
		PARKWAY PLAZA TIRE	OIL CHANGE - BLD 2	83.82
		ALLRISE ELEVATOR COMPANY	2ND QTR 2025 ELEVATOR SVC	571.20
			TOTAL:	966.56
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	LINE MARKING CHALK	966.70
		O'REILLY AUTOMOTIVE STORES INC	BATTERY AND CORE	57.43
			TOTAL:	1,024.13
Human Resources	General Fund	LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT TESTING	75.00
		MO DEPT OF LABOR & IND RELATIONS	2024 4TH QTR UNEMPLOYMENT	2,026.77
		ARTHUR J GALLAGHER & CO (ILLINOIS)	NOTARY BOND - M. WALLANDER	50.00
			TOTAL:	2,151.77
Police	General Fund	HI-TECH AUTO BODY INC	BUMPER, FENDER, WHEELS - P	12,132.96
		MO POLICE CHIEFS ASSC	2025 SRO CONFERENCE	850.00
		LEON UNIFORM CO INC	CAP RETURN	60.00-
			UNIFORM - TAYLOR	1,125.00
			PANTS - DAVIS	160.75
			TROUSERS - CHAPMAN	46.00
		HEDRICK MOTIV WERKS LLC	FRONT SWAY BAR, OIL CHNG	862.10
			OIL CHANGE - PD 24	90.00
		STAPLES BUSINESS ADVANTAGE	PD SUPPLIES & INK	144.70
		EVOLUTION DESIGN SYSTEMS, INC	DOMED OB SEAL	277.08
		GFI DIGITAL	PD PRNTR MAINT 4/19-5/18/2	116.54
		ONE TIME VENDOR DEBBIE'S ALTERATIONS	SLACK & SHIRT ALTERATIONS	60.00
			TOTAL:	15,805.13
Engineering	General Fund	MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 2/26-3/25	107.80
			TOTAL:	107.80
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME MAINT 5/2025-4/2	11,004.12
		AMAZON CAPITAL SERVICES INC	SWITCH REPLACEMENT	490.00
			TOTAL:	11,494.12
Transportation	Transportation	RP LUMBER INC	REBAR	227.60
			PATCH & PAINT	30.97
		SASCO PAVEMENT COATINGS INC	ROADSAVER FOR ZEBRA RD	1,957.50
		CAMDEN COUNTY FIRE & SAFETY	PW EXTINGUISHER SVC	219.42
		CWD SUPPLY	HAND FLOAT & EDGER	284.00
		MAGRUDER LIMESTONE CO INC	1" MINUS & 4-6" CLEAN	625.16
		SOUTHWEST STONE SUPPLY INC	BLOCKS FOR CITY HALL	191.60
		ALPHAGRAPHS OF OSAGE BEACH	LETTERHEAD AND ENVELOPES	105.76
		CINTAS CORPORATION	UNIFORMS & FLOOR MATS	254.03
			UNIFORMS & FLOOR MATS	14.11
			UNIFORMS & FLOOR MATS	254.03
			UNIFORMS & FLOOR MATS	14.11
		CAPITAL PAVING & CONSTRUCTION LLC	OB PKWY EXT PROJECT FINAL	9,945.00
		DELTA GASES INC	OXYGEN FOR WELDER	29.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON CAPITAL SERVICES INC	WELDING GLOVES	39.56
			LOCKING THERMAL PHOTOCONTR	27.77
			LYSOL WIPES & TP	19.94
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 2/10-3/10/2	281.40
		ARMOR EQUIPMENT	VAC TRUCK SERVICE	<u>2,873.41</u>
			TOTAL:	17,394.82
Water	Water Fund	USABUEBOOK	CHEMICAL PUMPS	7,019.78
		D&R MATERIALS	GRASS SEED & STRAW	675.00
		CAMDEN COUNTY FIRE & SAFETY	PW EXTINGUISHER SVC	219.42
		MAGRUDER LIMESTONE CO INC	1" MINUS & 4-6" CLEAN	427.84
		ALPHAGRAPHS OF OSAGE BEACH	LETTERHEAD AND ENVELOPES	105.76
		CINTAS CORPORATION	UNIFORMS & FLOOR MATS	210.98
			UNIFORMS & FLOOR MATS	14.12
			UNIFORMS & FLOOR MATS	210.98
			UNIFORMS & FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	DEET 12 PK	71.82
			LYSOL WIPES & TP	19.94
		NICK'S TRUE VALUE HARDWARE	NICK'S TRUE VALUE HARDWARE	23.54
			PVC CAP & CAP SLIP	4.48
		ARMOR EQUIPMENT	VAC TRUCK SERVICE	<u>2,873.41</u>
			TOTAL:	11,891.19
Sewer	Sewer Fund	MO VOCATIONAL ENTERPRISES	PW DEPT LICENSE PLATES	30.50
		MUNICIPAL EQUIPMENT CO	EASTON SOFT STARTERS - SAN	20,144.00
		LO-OB JOINT SEWER PLANT	FEB MONTHLY FLOWS	44,446.91
		CAMDEN COUNTY FIRE & SAFETY	PW EXTINGUISHER SVC	219.41
		CORE & MAIN LP	BLUFF RD LINE BREAK	812.13
		ALPHAGRAPHS OF OSAGE BEACH	LETTERHEAD AND ENVELOPES	105.76
		CINTAS CORPORATION	UNIFORMS & FLOOR MATS	307.70
			UNIFORMS & FLOOR MATS	14.12
			UNIFORMS & FLOOR MATS	300.77
			UNIFORMS & FLOOR MATS	14.12
		LO ENVIRONMENTAL LLC	WATER TESTING - TAN TAR A	30.00
		AMAZON CAPITAL SERVICES INC	REFUND FOR MILWAUKEE MOUNT	33.98
			DEET 12 PK	71.82
			LYSOL WIPES & TP	19.95
			MILWAUKEE MOUNTS	33.98
		ARMOR EQUIPMENT	VAC TRUCK SERVICE	2,873.41
		HIGH TIDE TECHNOLOGIES	ANNUAL COMM CALLS - LIFT S	<u>460.00</u>
			TOTAL:	69,850.60
Ambulance	Ambulance Fund	STAPLES BUSINESS ADVANTAGE	PD SUPPLIES & INK	74.85
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	287.46
			MEDICAL SUPPLIES	124.20
			MEDICAL SUPPLIES	177.20
			MEDICAL SUPPLIES	<u>108.00</u>
			TOTAL:	771.71
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7519 GAL GG JET FUEL	20,814.84
		S & W PROPANE INC	235 GAL PROPANE	<u>575.75</u>
			TOTAL:	21,390.59
Grand Glaize Airport	Grand Glaize Airpo	HEDRICK MOTIV WERKS LLC	OIL CHANGE, BRAKES - A1	517.97
		NICK'S TRUE VALUE HARDWARE	RIVET & RIVET TOOL	27.77
			RIVET & ALUM ANGLE	15.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			U BOLT	11.94
			MENDING PLATES	<u>15.94</u>
			TOTAL:	589.10

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

10	General Fund	34,950.51
20	Transportation	17,394.82
30	Water Fund	11,891.19
35	Sewer Fund	69,850.60
40	Ambulance Fund	771.71
45	Lee C. Fine Airport Fund	21,390.59
47	Grand Glaize Airport Fund	589.10

GRAND TOTAL: 156,838.52

TOTAL PAGES: 3

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: 
Sewer Dept: 
License #: _____

RECEIVED
MAR 15 2025
CITY CLERK

LIQUOR LICENSE APPLICATION

Date of Application: February 26, 2025 Date Application Received: _____
Name of Establishment: Hardwood Throw Co, LLC
Physical Address: 4821 Osage Beach Parkway, Osage Beach, MO 65065
Mailing Address: Same
Applicant Name: Andrew L Busen
(As it is to appear on license. If corporation, name of corporation and managing officer)

☒ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

☐ Renewal Applications: Submit completed application and background check per Ordinance 15.81 (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ____	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. X	375.00 625.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ____	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Tara Berreth, City Clerk
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Bill 25-20 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245, Section 245.060 Park Advertising of the City code for various purposes as set forth.
Second Reading

Requested Action:

Second Reading of Bill #25-20

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:

NO

Budgeted Item:

NO

Budget Line Information (if applicable):

NO

Department Comments and Recommendation:

Requesting permission to amend the park advertising ordinance to update the verbiage as it pertains to sign material options and annual rate changes. This is per the Board's direction to review and update department ordinances.

City Attorney Comments:

Per City Code 110.230, Bill 25-20 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 245 SECTION 245.060 PARKS ADVERTISING; OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 245.060. Park Advertising.

Event Advertising And Signage. Only banners and signs for permitted events shall be allowed within the City's parks or on City property and must be approved by the Parks and Recreation Department. Approval shall be done through the park use application for permit process.

1. Banners and signs for permitted events shall only be temporary in use and not permanently constructed, installed or built on City property.
2. **Event** Applicant agrees to comply with all City codes, applicable laws and regulations.
3. The City reserves the right to edit advertising for content. All advertising shall be approved by the Parks and Recreation Department.

B. *Park Advertising.* The City's advertising program will allow businesses various opportunities to advertise at either Osage Beach City Park or Peanick Park.

1. *Terms of agreement.*
 - a. Businesses shall contract with the City for advertising space and will be reserved on a first-come, first-**served** ~~serve~~ basis and shall be subject to the terms of the contract.
 - b. Minimum term of advertising shall be for at least one (1) year and shall include first right of refusal or opportunity to enter into a new contract.
 - c. Rates are non-exclusive, allowing competing products or services to purchase advertising.
 - d. Rates are due and payable upon receipt of invoice by the City. Annual fees are due **at the beginning** ~~on or before January 1~~ of each calendar year.
 - e. If the City has, or will acquire, naming rights to a ~~city~~**City** facility, such naming rights may impact the ability of a competitive advertiser in that City facility and/or in the areas associated directly with that facility.
 - f. Advertising contracts shall be based on available advertising space, advertising product, ad copy and graphics.
 - g. The City reserves the right to edit advertising for content. All advertising shall be approved by the Parks and Recreation Department.
 - h. The City Administrator or his/her designee shall have the authority to enter into a

2. ~~Rates.~~ The City will charge advertising at an annual rate. ~~Rates do not include design and production costs.~~ Exhibit A contains annual pricing information and will be kept on file by City staff as authorized by City Administrator. The City ~~Administrator or his or her designee~~ reserves the right to adjust annual ~~may set or adjust~~ rates and/or program details at the beginning of each calendar year at the discretion of the City Administrator or his/her designee as set by policy.

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.

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.

READ FIRST TIME: March 20, 2025 READ SECOND TIME:

Ayes: Nays: Abstentions: Absent:

Tara Berreth, City Clerk

Page 26 of 156

I hereby approve Ordinance No.25.20.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Osage Beach Parks & Rec Advertising Program & Rates

(See Section 245.060 of the Osage Beach Municipal Code for more details.)

Osage Beach City Park Ballfield Complex

Outfield Signage – 6’x 8’ Full-Color, All-Weather

One field = \$350/year

Two fields = \$650/year

Three fields = \$750/year

Scoreboards Signage – 4’x8’ Full-Color, All-Weather

One field = \$950/year

Two fields = \$1800/year

Three fields = \$2500/year

Backstop Signage – 2’x 10’ Full-Color, All-Weather

One field = \$750/year

Two fields = \$1400/year

Three fields = \$1900/year

Osage Beach Lowe’s Bark Park

Fence Signage- 4’x6’ Full-Color, All-Weather

One Sign = \$250/year

Two Signs = \$450/year

Three Signs = \$550/year

Four Signs = \$650/year

The City reserves the right to adjust annual rates and/or program details at the beginning of each calendar year at the discretion of the City Administrator or his/her designee.

Revised: March 2025

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 25-23- An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Daikin TMI for 911 Dispatch Relocation Project for an amount not to exceed \$21,632.00. *Second Reading*

Requested Action:

Second Reading of Bill #25-23

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:

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-15-774262 Communications Equipment

FY2025 Budgeted Amount: \$440,000.00

FY2025 Expenditures to Date (03/11/2025): (\$ 0)

FY2025 Available: \$440,000.00

FY2025 Requested Amount: \$21,632.00

Department Comments and Recommendation:

This is a memorandum of understanding between the City and Daikin TMI, for the development of the 911 Dispatch Center Relocation. This memorandum of understanding states that the scope of work for Daikin TMI, is to partner with an Architect and Engineer to provide a design solution and building permit documents.

Daikin TMI, are members of cooperative bidding groups that the City can be members of. Daikin TMI, is able to do all aspects of the project from development to construction.

While we have never utilized Daikin TMI, they have done this scope of work locally for

the Miller County 911 Center and they are satisfied with their work.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-23 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-23

ORDINANCE NO. 25.23

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DAIKIN TMI FOR 911 DISPATCH RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$21,632.00

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

Section 1. The Mayor is hereby authorized to execute a Consulting Agreement with Daikin TMI under substantially the same terms and conditions as the attached draft, **Exhibit A** to this ordinance.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Twenty One Thousand Six Hundred Thirty Two Dollars (\$21,632.00)

Section 3. 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: March 20, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.23 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.23.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

March 5, 2025

Ms. Devin Lake, CBO
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Memorandum of Understanding 911 Dispatch Relocation

Ms. Lake,

Daikin TMI is pleased to provide this Memorandum of Understanding (MOU) for development of the City of Osage Beach, 911 Dispatch Relocation project.

INTENT Daikin TMI working in partnership with the City of Osage Beach will develop and execute interior building renovations for a limited area of the ground floor of the Osage Beach City Hall, located at 1000 City Parkway.
The scope of our services includes, but is not limited to the following:

PROJECT DEVELOPMENT Architectural Design and Engineering Services
1. Building Health Life Safety Code Evaluation
2. Conceptual Floor Plans (partial at limited Ground Floor level)
3. Architectural Construction/Permit Documents
4. MEPFPT Construction/Permit Documents

By entering into this Memorandum of Understanding, both parties are mutually agreeing to work in cooperation to develop and deliver the best solution for the City of Osage Beach and the community in which it serves. Our goal is to be your single-source, trusted partner for the duration of this project, including design, engineering, development, construction and support.

This agreement provides for mutual input into the process and provides a cooperative working relationship between both parties. We will provide Architectural and Engineered Construction/Permit documents, master Project Cost Summary and a master Project Schedule; along with a formal fully transparent turnkey project proposal to the City of Osage Beach consideration.

By signature of this document, it is understood that the information collected and generated through this process is proprietary between City of Osage Beach and Daikin TMI and is not to be used by any party other than Daikin TMI to solicit bids.

Daikin TMI**Deliverable:**

Daikin TMI plans to partner with:
ECS Engineers (project Architect and Engineer of record)
to provide a design solution and building construction permit documents.

Not Included**Under MOA:**

We do not include any services or work not specifically outlined in this agreement.
All work will be clearly defined in our proposals.

Specifically not included in the scope of this Memorandum of Understanding:

- Execution of project construction. Detailed scope and pricing will be provided following the development process.

City of Osage Beach**Agrees To:**

- Identify any project team members not to be included in Daikin TMI turnkey proposal (*none identified at this time*).
- Invest time in preliminary project development meetings for a comprehensive understanding of project goals.
- Provide Daikin TMI and partners access to the site.
- Provide Daikin TMI access to appropriate information needed to assist in completion of the architecture and engineering through the design phase of this project.
- Help as necessary in providing Daikin TMI with all known information relative to this project.
- Provide Daikin TMI with design drawings from the original facility construction.

With your approval we mutually agree to work together and move forward with the development of a Turnkey Solution for the City of Osage Beach, 911 Dispatch Relocation project.

This Memorandum of Understanding does not obligate funds, other than for the project development scope itemized as the Daikin TMI Deliverable above.

It is also mutually agreed that the solution developed, including the proposed scope and engineering is the intellectual property of Daikin TMI and will not be used to solicit any bids from any other parties other than Daikin TMI.

City of Osage Beach agrees to pay a fee of **\$21,632.00** (*cost \$17,000 plus fee of: \$4,632 for Daikin TMI to facilitate project design development, AE management and the cooperative purchasing fee*) for services rendered to facilitate the Project.



All proposals or reports provided as a part of this process shall be considered confidential and shall not be shared beyond the City of Osage Beach.

Daikin TMI, 715 Goddard Avenue, Chesterfield, MO 63005

_____	Account Manager	3.5.2025
Authorized Signature	Title of Approver	Date of Approval

City of Osage Beach, 1000 City Parkway, Osage Beach, MO 65065

_____	_____	_____
Authorized Signature	Title of Approver	Date of Approval

If this Memorandum of Understanding meets with approval, please have the appropriate party sign it and then return it to us for our signature. We will thereafter return a copy to you for your records.

Once the final proposal and pricing is agreed upon we will be ready to execute a construction agreement to manage purchasing, installation and delivery of this project.

I look forward to the opportunity to work with you on this project.

Sincerely,

Carey J. Edwards
Account Manager
Daikin TMI
Phone: (314) 363-1022

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-25- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 adopting the 2025 annual operating budget by removing and adding job titles within the FY2025 Employee Pay Plan. *Second Reading*

Requested Action:

Second Reading of Bill #25-25

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:

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The updated Pay Plan reflects the removal of the Public Works Operations Manager from Pay Level 12 and the addition of Public Works Director to Pay Level 14. Since the Public Works Operations Manager has left, I believe the best way to move the department forward is to replace this position with a Public Works Director. I believe this was appointed in the past, however, I am open to discussing whether that should be its current status.

City Attorney Comments:

Per City Code 110.230, Bill 25-25 is in correct form.

City Administrator Comments:

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET BY REMOVING AND ADDING JOB TITLES WITHIN THE FY2025 EMPLOYEE PAY PLAN.

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

Section 1. That the 2025 Annual Operating Budget adopted as Ordinance No. 24.93 is hereby amended as follows:

Pay Level 12
~~Public Works Operations Manager~~

Pay Level 14
Public Works Director

Section 2. In all other respects the 2025 Annual Operating Budget adopted in Ordinance No. 24.93 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: March 20, 2025 READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.25 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.25.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

**City of Osage Beach
FY2025 Operating Budget**

Employee Pay Plan

Level	Pay Range	Position	Level	Pay Range	Position
6	\$32,604 - \$47,276	Airport Technician	9	\$48,595 - \$72,893	Building Inspector
		Facilities Custodian			Construction Inspector
		Evidence Custodian			Public Information Officer
		Park Technician I			Detective
		Records Clerk			GIS Technician
7	\$37,495 - \$54,367	Accounts Payable/Payroll Clerk	10	\$55,884 - \$83,826	Police Analyst
		Accounts Receivable Clerk			Police Corporal
		Court Clerk			Public Works III - Sewer
		Dispatcher			Public Works III - Trans
		Department Secretary			Public Works III - Water
		Emergency Medical Technician (EMT)	Ambulance Supervisor		
		Human Resources Coordinator	Dispatch Supervisor		
		Parks Technician II	Police Sergeant - Detective		
		Public Works I - Sewer	Police Sergeant - Patrol		
		Public Works I - Trans	Public Works Foreman - Sewer		
		Public Works I - Water	Public Works Foreman - Trans		
		Public Works Technician/Locator	Public Works Foreman - Water		
		Recreation Specialist	Accounting Specialist		
		Utility Billing Clerk	IT Systems Administrator		
		8	\$42,257 - \$63,385	Deputy Clerk	11
Administrative Assistant	City Planner (Appointed Official)				
Lead Dispatcher	Human Resources Director				
Paramedic	Parks and Recreation Manager				
Parks Technician III	***Marketing & Development Director				
Police Officer	Sewer Superintendent				
Public Works II - Sewer	Transportation & Water Superintendent				
Public Works II - Trans	12			\$72,458 - \$112,310	Airport Manager
Public Works II - Water					Building Official (Appointed Official)
School Resource Officer					IT Director
		Police Lieutenant			
		13	\$83,326 - \$129,156		None
Notes:			14	\$93,983 - \$150,373	Assistant City Administrator
					Police Chief (Appointed Official)
					Public Works Director (Appointed Official)
			15	\$108,080 - \$172,928	City Engineer (Appointed Official)
					City Treasurer (Appointed Official)
			16	\$124,293 - \$198,868	City Administrator (Appointed Official)
					City Attorney (Appointed Official)

1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. FY2025 Pay Plan effective January 1, 2025.

2) Pay Plan Levels begin at Level 6; no structure for Levels 1 - 5.

3) No positions are outlined for Levels 13.

4) Added Positions; Positions with +1 Level Movement; Positions with +2 Level Movement; ***Positions with Title Changes

Notes:

- 1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. FY2025 Pay Plan effective January 1, 2025.
- 2) Pay Plan Levels begin at Level 6; no structure for Levels 1 - 5.
- 3) No positions are outlined for Levels 13.
- 4) Added Positions ; Positions with +1 Level Movement; Positions with +2 Level Movement; ***Positions with Title Changes

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-26 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 112 Lake Ozark - Osage Beach Joint Sewer Board, Section - 112.030 Appointed Members.
Second Reading

Requested Action:

Second Reading of Bill #25-26

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:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

This ordinance is to replace the title of Public Works Operations Manager with Public Works Director as a representative on the Joint Sewer Board.

City Attorney Comments:

Per City Code 110.230, Bill 25-26 is in correct form.

City Administrator Comments:



PROCLAMATION

National Public Safety Telecommunications Week

April 13-19, 2025

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Osage Beach 911 communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, Public Safety Telecommunicators of the Osage Beach Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, Missouri, do hereby proclaim the week of April 13 through April 19, 2025 as

National Public Safety Telecommunications Week

in Osage Beach, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 3rd day of April 2025.

Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-27- An ordinance of the City of Osage Beach, Missouri, approving a petition to amend the petition establishing the Lakeport Village Community Improvement District.
First Reading

Requested Action:

First Reading of Bill #25-27

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:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The City Attorney will give comments on dais.

City Attorney Comments:

Per City Code 110.230, Bill 25-27 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A PETITION TO AMEND THE PETITION ESTABLISHING THE LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and pursuant to Ordinance No. 23.76, the City of Osage Beach, Missouri (the “City”), previously established the Lakeport Village Community Improvement District (the “District”); and

WHEREAS, a Petition to Amend the Petition Establishing the District, a copy of which is attached as Exhibit A hereto (the “Amended Petition”), was submitted to the City requesting, among other things, that (1) the boundaries of the District be expanded to include additional property contiguous with the existing boundaries of the District (as further described in the Amended Petition, the “Additional Property”), (2) the existing special assessment be increased by amounts generated from certain additional methods of assessment (together, the “Special Assessment”), (3) the term of the sales and use tax currently imposed by the District (the “Sales Tax”) be extended to December 31, 2051 and (4) the term of the District be extended to no later than March 20, 2052 to allow the District the opportunity to collect revenues of the Special Assessment and Sales Tax generated before December 31, 2051; and

WHEREAS, the City Clerk has verified that the Amended Petition is proper in that it meets all of the requirements of the CID Act; and

WHEREAS, on _____, 2025, the Board of Directors of the District adopted Resolution No. 25-_____ consenting to the addition of the Additional Property to the District; and

WHEREAS, on April 3, 2025, the Board of Aldermen held a duly-noticed public hearing at which all persons interested in the Amended Petition, including the proposed addition of the Additional Property to the District and the proposed extension of the term of the District, were allowed an opportunity to speak and at which time the Board of Aldermen heard all protests and received all endorsements; and

WHEREAS, the Board of Aldermen finds that notice of the Amended Petition, the proposed addition of the Additional Property to the District and the proposed extension of the term of the District, has been duly given in accordance with Sections 67.1431, 67.1441 and 67.1481.6 of the CID Act;

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

Section 1. Approval of Amended Petition. The Amended Petition is hereby approved. The boundaries of the District are hereby amended to add the Additional Property to the District. Subject to further approvals by the District and its qualified voters, the District is authorized to extend the term of Sales Tax to December 31, 2051. Subject to further approvals by the District, the District is authorized to impose the Special Assessment at the rates and in the manner described in the Amended Petition. The District shall terminate no later than March 20, 2052.

Section 2. Notices by City Clerk. The City Clerk is hereby directed to report to the Missouri Department of Economic Development and the State Auditor that the District has expanded its boundaries.

Section 3. Further Authority. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance. All actions taken to date by the officers of the City with respect to the Amended Petition, including, without limitation, the provision of notices for the public hearing regarding the Amended Petition, the addition of the Additional Property to the District and the extension of the term of the District, are hereby ratified.

Section 4. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

[Remainder of Page Intentionally Left Blank]

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.27 was duly passed on April __, 2025 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:

Cole Bradbury, City Attorney

I hereby approved Ordinance No. 25.27

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A

AMENDED PETITION

(On file in the office of the City Clerk)

LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT

**Petition to Amend the Petition to Establish a
Community Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City Of Osage Beach, Missouri

2025

EXHIBITS

EXHIBIT A COPY OF PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT B COPY OF ORDINANCE NUMBER 23.76

EXHIBIT C DISTRICT LEGAL DESCRIPTION

EXHIBIT D ADDED PROPERTY BOUNDARY MAP

EXHIBIT E DISTRICT BOUNDARY MAP

**PETITION TO AMEND THE PETITION TO ESTABLISH
THE LAKEPORT VILLAGE COMMUNITY
IMPROVEMENT DISTRICT**

Come now the undersigned property owners representing more than fifty percent (50%) by assessed value of all real property within the boundaries of the Lakeport Village Community Improvement District (the “District”) and more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District (the “Petitioner”), with the consent of the Board of Directors of the District, and by this Petition to Amend the Petition to Establish the Lakeport Village Community Improvement District (this “Amended Petition”), request the establishment of the District as set out in this Amended Petition and as allowed under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

The Petitioner requests that the City Clerk of the City of Osage Beach, Missouri (acting as the “municipal clerk” under the Act) review this Amended Petition (that amends that certain Petition to Establish the Lakeport Village Community Improvement District submitted to the City of Osage Beach, Missouri (the “City”) on October 2, 2023 (the “Petition”)) to certify that it complies with the requirements of Section 67.1441.2 of the Act and contains all required information. A copy of the Petition is attached hereto and incorporated herein by this reference as Exhibit A. Capitalized terms not defined herein shall have the meanings set forth in the Petition.

The Petitioner requests that the governing body of the City (the “Board of Aldermen”) hold a public hearing in accordance with Section 67.1431 of the Act to receive public comments concerning this Amended Petition, with notice of the hearing given in the same manner as required by Section 67.1431 of the Act.

The Petitioner requests that upon the conclusion of the required public hearing that an ordinance be adopted amending the District as requested and set out in this Amended Petition and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Creation and Establishment of the District

The District was created and established, pursuant to the terms set forth in the Petition and in accordance with the Act, by the Board of Aldermen’s adoption of Ordinance Number 23.76 (the “Ordinance”) on November 2, 2023. The District has, thereafter, continued in existence and operation, without interruption, and the Petition has not been previously amended or modified. A copy of the Ordinance is attached hereto as Exhibit B and incorporated herein by this reference.

A. Name of District

The name of the District is “Lakeport Village Community Improvement District” (the “District”) and shall remain unchanged upon amendment by this Amended Petition.

B. Legal Description

The District, as approved by the Ordinance, includes all of the real property set forth in the legal description in Exhibit C of this Amended Petition labeled “Existing Land” (the “Existing Land”) and, upon adoption of this Amended Petition, will also include certain real property to be added to the District set forth with particularity in the legal description in Exhibit C of this Amended Petition labeled “Added Property” (the “Added Property”). “District Property” as used in this Amended Petition, shall mean, collectively, the Existing Land and the Added Property of the District.

C. Boundary Map

A map illustrating the boundaries of the Added Property is attached hereto and made a part hereof as Exhibit D, and a map illustrating the amended boundaries of the District is attached hereto and made a part hereof as Exhibit E.

2. FIVE YEAR PLAN

A. Purpose of the District

The purposes of the District as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition except that following adoption of the ordinance approving this Amended Petition, the District will be authorized to impose multiple special assessments in accordance with the Act and Section 5 hereof.

B. Services and Improvements

The Project, as defined, described and set forth in the Petition, shall remain unchanged upon adoption of this Amended Petition, except that a portion of the Project will be located on the Added Property.

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance approving this Amended Petition are approximately Sixty One Million Seven Hundred Thirty One Thousand Nine Hundred Sixty Four and NO/100 Dollars (\$61,731,964.00), which excludes the cost of issuance related to the issuance of any District Obligations. CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Budget

The budget of the District as set forth in the Petition, including the estimated costs, sources of such costs and terms of those sources, shall remain unchanged upon adoption of this Amended Petition, except that the District’s sources of funds for reimbursement of the developer(s) shall include the Additional Special Assessments (defined below) in

addition to the Existing Special Assessment (defined below), the District may extend the District sales and use tax until December 31, 2051 as provided in Section 7 of this Amended Petition, and the estimated costs shall increase to the amount stated in Section 2.B of this Amended Petition.

D. Powers

The powers of the District as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

3. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall remain a political subdivision and shall not operate as a not-for-profit corporation. The District shall continue to have all of the powers granted to and or exercisable by a Community Improvement District according to the Act except to the extent its powers are expressly limited by the Petition or this Amended Petition.

B. Board of Directors

1. Number

The number of members on the District's Board of Directors ("Board") as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

2. Qualifications

The qualification requirements in the Petition for the District's five (5) member Board as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

3. Board Representation

The Board representation requirements as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

4. Terms of Initial Directors

The terms of initial directors as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

5. Terms of Successor Directors

The terms of successor directors as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

4. REAL PROPERTY TAXES

The District, following adoption of this Amended Petition, shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes imposed by the District on District Property is zero.

5. SPECIAL ASSESSMENTS

- A. The District, in accordance with Section 67.1521 of the Act and pursuant to its Petition, has the power to impose a Special Assessment (the “Existing Special Assessment”) upon all or a portion of the District Property as follows:

The maximum rate of the Existing Special Assessment and the respective method of assessment that may be proposed by a special assessment petition is \$5 per occupied Hotel room night on each tract, lot or parcel of real property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of real property located within the District which receives special benefit as a result of such service and or projects. “Hotel” as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.

- B. Following the adoption of the ordinance approving this Amended Petition, in accordance with Section 67.1521 of the Act and pursuant to this Amended Petition, the District shall have the power to increase the Existing Special Assessment by amounts generated from the following methods of assessment (the Existing Special Assessment, as modified to include the additional methods of assessment described below, is referred to herein as the “Special Assessment”):

- a. A “Commercial Special Assessment” upon all or a portion of the District Property in the maximum rate of one dollar (\$1.00) for every one hundred dollars (\$100.00) of the assessed value determined by the Camden County Assessor for *ad valorem* tax purposes on each taxable tract, lot or parcel of real property containing a commercial use, such special assessment to be levied against each tract, lot or parcel of real property located within the District which receives special benefit as a result of such service and or projects. Notwithstanding the foregoing, the Commercial Special Assessment shall not be applicable to any tract, lot or parcel containing a publicly-owned parking garage.

- b. A "Hotel Special Assessment" in the maximum rate of 4% of the gross revenue generated from charges for Hotel rooms, on each tract, lot or parcel of real property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of real property located within the District which receives special benefit as a result of such service and or projects. "Hotel" as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.
- c. An "Amusement Park Tickets Special Assessment" in the maximum amount of 1.5% of the gross revenue generated from charges for tickets, passes, or wristbands permitting the use of a ride, water slide, water pool, or any combination thereof, located within an amusement park or water park, on each taxable tract, lot or parcel of real property containing an amusement park or water park, such special assessment to be levied against each taxable tract, lot or parcel of real property located within the District which receives special benefit as a result of such service and or projects.
- d. A "Minimum Assessed Value Special Assessment" in the maximum annual amounts for Class A, where the predominate use of the applicable taxable tract is a hotel, and the maximum annual amounts for Class B, where the predominate use of the applicable taxable tract is an amusement or a water park, shown on Schedule 1 attached hereto, on each taxable tract, lot or parcel of real property containing a commercial use, such special assessment to be levied against each taxable tract, lot or parcel of real property located within the District which receives special benefit as a result of such service and or projects. Notwithstanding the foregoing, the Minimum Assessed Value Special Assessment shall not be applicable to any tract, lot or parcel containing a publicly-owned parking garage. Furthermore, the petition to impose the Special Assessment shall limit the imposition of the Minimum Assessed Value Special Assessment to the difference between the maximum annual amounts for Classes A and B stated above, and the sum of the amount of payments in lieu of taxes plus the Commercial Special Assessment due for the applicable assessed parcels by operation of Section 99.845, RSMo. and any ad valorem real property taxes due for the applicable assessed parcels.

The Special Assessment may be imposed in each year through calendar year 2051 unless otherwise limited in the petition to impose the Special Assessment.

6. ASSESSED VALUE

As of the date of this Amended Petition, the total assessed value of the Added Property is \$409,160, according to the records of the City of Camden County Collector's Office.

Upon approval of this Amended Petition, the total assessed value of all real property located within the District will be \$955,120.

7. SALES TAXES

The District, in accordance with Section 67.1545 of the Act and pursuant to its Petition, has the power to impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%) in accordance with the Act and that shall remain unchanged upon adoption of this Amended Petition.

In accordance with the Act and Resolution 2023-11, the Board submitted to the qualified voters within the District a proposal to authorize a sales and use tax and a majority of the qualified voters within the District approved the imposition of the sales and use tax. Pursuant to Resolution 2023-11 the District currently imposes a 1% sales and use tax on all retail sales that is currently set to expire on June 30, 2051. Upon the extension of the District pursuant to the approval of this Amended Petition, the District may extend the District sales and use tax until December 31, 2051, subject to the approval of a majority of the qualified voters within the District.

8. LIFE OF DISTRICT

Pursuant to the Petition, the term of the District ends on October 19, 2050. The Petitioner proposes that the term of the District be extended to no later than March 20, 2052 to allow the District the opportunity to collect District taxes and assessments generated before December 31, 2051 and otherwise wind up its affairs.

9. BLIGHT DETERMINATION

This Amended Petition does not include a request for a determination of blight for any real property within the District.

10. NOTICE TO PETITIONERS

The signature of the undersigned may not be withdrawn later than seven (7) days after this Amended Petition is filed with the City Clerk of the City of Osage Beach, Missouri.

11. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority to borrow money and generate revenue as set forth in the Petition, which shall remain unchanged upon adoption of this Amended Petition.

12. DISTRICT POWER

Except as limited by the Petition or this Amended Petition, there shall be no limitations on the District's powers, and the District shall have all powers granted under the Act.

13. SEVERABILITY

If any provision of this Amended Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Amended Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Amended Petition invalid, inoperative or unenforceable to any extent whatsoever.

Further, and without limiting the foregoing, if any component of the Special Assessment shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Amended Petition or for any other reason, such circumstances shall not have the effect of rendering the component in question inoperative or unenforceable in any other case or circumstance, or of rendering any other component of the Special Assessment invalid, inoperative or unenforceable to any extent whatsoever.

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CONSENT OF THE LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT TO
ADD PROPERTY TO THE DISTRICT AS SET FORTH IN THIS AMENDED PETITION

By signing below, the Chairman of the Board of Directors of the Lakeport Village Community Improvement District consents to adding the property to the District pursuant to this Amended Petition.

**LAKEPORT VILLAGE COMMUNITY
IMPROVEMENT DISTRICT**

By and through its Chairman of the Board of Directors:

Michael Harmison, Chairman

Signature Page for Petition to Amend
the Petition to Establish the Lakeport Village Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Osage Beach, Missouri, amend the Petition to Establish the Lakeport Village Community Improvement District according to the preceding Amended Petition and authorize the addition of the Added Property to the District.

Name of Owner:	Lakeport Village LLC, a Missouri limited liability company	
Owner's Telephone Number:	515-494-2711	
Owner's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203	
If owner is an individual: N/A	☐ Single	☐ Married
If Signer is different from Owner: N/A		
If owner is not an individual, state what type of entity	☐ Corporation ☐ Limited Partnership ☐ Partnership ☐ Not-for-profit Corporation ☐ Trust	☐ General Partnership ☒ Limited Liability Company ☐ Urban Redevelopment Corporation ☐ Other _____
Name of Signer on behalf of Owner:	Jeffrey J. Tegethoff	
Signer's Telephone Number:	515-494-2711	
Signer's Mailing Address:	c/o Husch Blackwell LLP 8001 Forsyth Blvd, Suite 1500 St. Louis, MO 63105 Attn: David G. Richardson	
Basis of Legal Authority to Sign:	Authorized Representative	

The map, parcel number and assessed value of each tract of real property within the District owned by the undersigned is as follows:

Parcel I.D. Number ¹	Assessed Value
08-1.0-11.0-000.0-001-031.000	\$2,590
08-1.0-11.0-000.0-001-031.001	\$0
08-1.0-11.0-000.0-001-032.000	\$0
08-1.0-11.0-000.0-001-035.001	\$0
08-1.0-11.0-000.0-001-031.101	\$9,690
08-1.0-11.0-000.0-001-031.102	\$9,690
08-1.0-11.0-000.0-001-031.103	\$9,690
08-1.0-11.0-000.0-001-031.104	\$9,690
08-1.0-11.0-000.0-001-031.105	\$9,690

¹ This property has been replatted. New parcel numbers have not yet been assigned; accordingly prior parcel numbers are set forth below.

08-1.0-11.0-000.0-001-031.106	\$9,690
08-1.0-11.0-000.0-001-031.107	\$9,690
08-1.0-11.0-000.0-001-031.108	\$9,690
08-1.0-11.0-000.0-001-031.109	\$9,690
08-1.0-11.0-000.0-001-059.001	\$9,980
08-1.0-11.0-000.0-001-059.002	\$9,980
08-1.0-11.0-000.0-001-059.003	\$9,980
08-1.0-11.0-000.0-001-059.004	\$9,980
08-1.0-11.0-000.0-001-059.005	\$9,980
08-1.0-11.0-000.0-001-059.006	\$9,980
08-1.0-11.0-000.0-001-059.007	\$9,980
08-1.0-11.0-000.0-001-059.008	\$9,980
08-1.0-11.0-000.0-001-060.001	\$9,980
08-1.0-11.0-000.0-001-060.002	\$9,980
08-1.0-11.0-000.0-001-060.003	\$9,980
08-1.0-11.0-000.0-001-060.004	\$9,980
08-1.0-11.0-000.0-001-060.005	\$9,980
08-1.0-11.0-000.0-001-060.006	\$9,980
08-1.0-11.0-000.0-001-060.007	\$9,980
08-1.0-11.0-000.0-001-060.008	\$9,980
08-1.0-11.0-000.0-001-061.001	\$9,980
08-1.0-11.0-000.0-001-061.002	\$9,980
08-1.0-11.0-000.0-001-061.003	\$9,980
08-1.0-11.0-000.0-001-061.004	\$9,980
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08-1.0-11.0-000.0-001-061.006	\$9,980
08-1.0-11.0-000.0-001-061.007	\$9,980
08-1.0-11.0-000.0-001-061.008	\$9,980
08-1.0-11.0-000.0-001-062.001	\$9,980
08-1.0-11.0-000.0-001-062.002	\$0
08-1.0-11.0-000.0-001-062.003	\$0
08-1.0-11.0-000.0-001-062.004	\$0
08-1.0-11.0-000.0-001-062.005	\$0
08-1.0-11.0-000.0-001-062.006	\$0
08-1.0-11.0-000.0-001-062.007	\$0
08-1.0-11.0-000.0-001-062.008	\$0
08-1.0-11.0-000.0-001-063.001	\$9,980
08-1.0-11.0-000.0-001-063.002	\$9,980
08-1.0-11.0-000.0-001-063.003	\$9,980
08-1.0-11.0-000.0-001-063.004	\$9,980
08-1.0-11.0-000.0-001-063.005	\$9,980
08-1.0-11.0-000.0-001-063.006	\$9,980
08-1.0-11.0-000.0-001-063.007	\$9,980
08-1.0-11.0-000.0-001-063.008	\$9,980

[SIGNATURE PAGE CONTINUES ON NEXT PAGE]

Map:

- = Lakeport Village LLC owned real property located within Lakeport Village Community Improvement District
- + = Entire Lakeport Village Community Improvement District



[SIGNATURE PAGE CONTINUES ON NEXT PAGE]

Signature Page for Petition to Amend
the Petition to Establish the Lakeport Village Community Improvement District

By executing this Amended Petition, the undersigned represents and warrants that s/he is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that h/she has received a copy of this Amended Petition and its exhibits, has read this Amended Petition and its exhibits, and authorizes this signature page to be attached to the original of this Amended Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Amended Petition is filed with the Office of the City Clerk.

By: [Signature]
Name: Jeffrey J. Tegethoff
Date: 2-21-2025

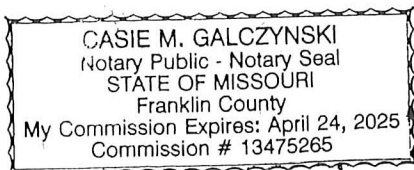
STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) SS.

Before me personally appeared Jeffrey J. Tegethoff, to me personally known to be the Authorized Representative of Lakeport Village LLC, a Missouri limited liability company and who executed the foregoing instrument on behalf of said limited liability company.

WITNESS my hand and official seal this 21st day of February, 2024.

[Signature]
Notary Public

My Commission Expires: 4/24/2025



Signature Page for Petition to Amend
the Petition to Establish the Lakeport Village Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Osage Beach, Missouri, amend the Petition to Establish the Lakeport Village Community Improvement District according to the preceding Amended Petition and authorize the addition of the Added Property to the District.

Name of Owner:	Oasis at Lakeport LLC	
Owner's Telephone Number:	515-494-2711	
Owner's Mailing Address:	c/o Tegethoff Development, LLC 6801 Lake Plaza Dr. #A-103, Indianapolis, IN 46220	
If owner is an individual: N/A	Single	Married
If Signer is different from Owner: N/A		
If owner is not an individual, state what type of entity	Limited Liability Company	
Name of Signer on behalf of Owner:	Jeffrey J. Tegethoff	
Signer's Telephone Number:	515-494-2711	
Signer's Mailing Address:	c/o Husch Blackwell LLP 8001 Forsyth Blvd, Suite 1500 St. Louis, MO 63105 Attn: David G. Richardson	
Basis of Legal Authority to Sign:	Manager of Manager	

The map, parcel number and assessed value of each tract of real property within the District owned by the undersigned is as follows:

Parcel Number: 08-1.0-11.0-000.0-001-022.000¹
Assessed Value: \$128,470

[SIGNATURE PAGE CONTINUES ON NEXT PAGE]

¹ This property has been replatted. New parcel numbers have not yet been assigned; accordingly the prior parcel number is set forth below.

Map:

-  = Oasis at Lakeport LLC owned real property located within Lakeport Village Community Improvement District
-  +  = Entire Lakeport Village Community Improvement District



[SIGNATURE PAGE CONTINUES ON NEXT PAGE]

Signature Page for Petition to Amend
the Petition to Establish the Lakeport Village Community Improvement District

By executing this Amended Petition, the undersigned represents and warrants that s/he is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that h/she has received a copy of this Amended Petition and its exhibits, has read this Amended Petition and its exhibits, and authorizes this signature page to be attached to the original of this Amended Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Amended Petition is filed with the Office of the City Clerk.

OASIS AT LAKEPORT LLC,
a Missouri limited liability company

By: TEGETHOFF DEVELOPMENT, LLC, its
Manager

By: 
Name: Jeffrey J. Tegethoff
Title: Manager

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

SS.

Before me personally appeared Jeffrey J. Tegethoff, to me personally known to be the Manager of Tegethoff Development, LLC, the Manager of Oasis at Lakeport LLC, a Missouri limited liability company and who executed the foregoing instrument on behalf of said limited liability company.

WITNESS my hand and official seal this 21st day of February, 2025.



Notary Public

My Commission Expires:

4/24/2025

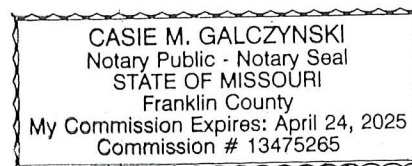


EXHIBIT “A”

COPY OF PETITION TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT

[Attached]

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT
DISTRICT**

**Petition to Establish a Community
Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City of Osage Beach, Missouri

2023

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT DISTRICT**

This Petition ("Petition") to establish a Community Improvement District within a certain limited portion of the City of Osage Beach, Missouri (the "City"), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

As set forth herein, LAKEPORT VILLAGE LLC (the "Petitioner") is signing this Petition in accordance with the Act to request that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the district shall be the "**Lakeport Village Community Improvement District**" (the "District").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

2. PETITIONER

Based on the tax records of Camden County as of the date of filing this Petition, Petitioner:

- (a) owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE-YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The primary purpose of the District is to provide a source of revenue to expend pursuant to one or more contracts with one or more developers (the “Developers”) to undertake a project on behalf of the District (the “Project”), which Project is expected to include the demolition and removal of existing buildings or structures within the District, the construction and installation of public improvements, including, but not limited to, sidewalks, streets, alleys, ramps, traffic signs and signals, utilities, drainage, water, sanitary sewer systems, and other site improvements, parking lots, garages or other facilities, and any other useful, necessary, or desired public improvements within the District.

Additionally, the purposes of the District are to:

- (a) Pledge all or a portion of its revenues to one or more notes, bonds, or other obligations, which may be issued by the District or another public body (collectively, the “District Obligations”) and are secured by the tax revenues and special assessments of the District (the “CID Revenues”), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into one or more contracts or agreements in order to complete or cause the completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the “District Sales Tax”);
- (d) Impose a special assessment in accordance with the Act (the “Special Assessment”);
- (e) Use a portion of CID Revenues to pay the administrative costs of the District; and
- (f) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

The District may also acquire real and personal property within the District and lease or otherwise encumber or dispose of real and personal property within the District in accordance with the Act.

B. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Nine Million Seventy-Two Thousand and Fifty Nine

Dollars (\$9,072,059.00), which excludes the cost of issuance related to the issuance of any District Obligations. CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Anticipated Sources of Funds to Pay Costs and Anticipated Term of the Sources

The District intends to enter into an agreement among the District, the City and one or more developers of real property within the District, pursuant to which the developer(s) will advance the costs of the Project subject to reimbursement from revenues generated by the CID Sales Tax and Special Assessment or the proceeds of District Obligations. Such District Obligations will be repaid from CID Revenues. The anticipated sources of funds to pay the cost of the Project are the CID Revenues. The anticipated term of the CID Revenues is twenty-seven (27) years from the adoption of the ordinance establishing the District, unless extended.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2023

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of its Board (as hereinafter defined) and approval of District Sales Tax.
- Commence the Project.

2024

- Project continues.
- Implement and collect District Sales Tax.
- Implement and collect Special Assessment.

2025

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.

- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2026

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2027

- Completion of the Project.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the “Board”) and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the “Directors” and each a “Director”).

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and

- (d) be an owner of District Property ("Owner") or its legally authorized representative, provided that, if at the time of appointment of the initial Board or any submittal of a slate of successor Directors, any one Owner owns more than fifty percent (50%) of the District Property (the "Majority Owner") as calculated based on the acreage on record with the Camden County Assessor's Office (the "Assessor"), then any Directors appointed shall be legally authorized representatives of the Majority Owner.

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor of Osage Beach (the "Mayor") with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Four (4) Years
Second	Four (4) Years
Third	Two (2) Years
Fourth	Two (2) Years
Fifth	Two (2) Years

Two of the initial Directors shall be representatives of the Petitioner. Upon expiration of the terms of the initial Directors, successive Directors shall, subject to Section 4 below, be appointed by the Mayor with the consent of the Board of Aldermen in accordance with the Act. Successor Directors shall serve four (4) year terms on the Board; provided, however, each Director shall serve until such Director's successor is appointed in the manner described below and qualified.

4. Board Representation

In addition to the foregoing qualifications set forth in this Section 4, in order to ensure fair representation of the District, the Board representation shall include three persons designated by the Mayor, at least one of which will satisfy the requirements of Section 67.1451.2(3) of the Act, and two persons designated by Petitioner so long as (i) Petitioner owns District Property or has a business operating within the District and (ii) District Obligations remain outstanding. In the event that either (i) or (ii) are not satisfied, then in such event the Majority Owner, if any, shall designate the two persons, and if there is not a Majority Owner, one person designated by each of the two largest owners of District Property according to the Assessor's records.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

In accordance with Section 67.1521 of the Act, the proposed District shall have the power to levy a Special Assessment upon all or a portion of District Property as follows:

The maximum rate of the Special Assessment and the respective method of assessment that may be proposed by a special assessment petition is \$5 per occupied Hotel room night on each tract, lot or parcel of real property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of real property located within the proposed District which receives special benefit as a result of such service and or projects. "Hotel" as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Five Hundred Forty-Six Thousand One Hundred Twenty Dollars (\$546,120.00) according to the most recent final (2022) assessed values located in the records of the Assessor, as set forth below.

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation

pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%), subject to voter approval as set forth in Section 67.1545.

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area, as defined in Section 67.1401.2(3) of the Act, as more fully described within that certain Lakeport Village Tax Increment Financing Redevelopment Plan, dated April 17, 2023.

10. LIFE OF DISTRICT

Petitioner requests that the proposed District exist for a maximum of twenty-seven (27) years from the effective date of the ordinance approving this Petition as provided in Section 67.1481.1 of the Act.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued to fund the Project or other purposes of the District as set forth in this Petition.

14. DISTRICT POWERS

There shall be no other limitations on the District's powers, and the District shall have all powers granted under the Act.

[Remainder of page intentionally left blank]

Signature Page for Petition to Establish the
Lakeport Village Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Osage Beach, Missouri, establish the Lakeport Village Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	LAKEPORT VILLAGE LLC
Owner's Telephone Number:	
Owner's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203
Owner Entity Type:	Limited Liability Company
Name of Signer:	Fred M. Ross, Jr.
Basis of Legal Authority to Sign:	Managing member
Signer's Telephone Number:	
Signer's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

Owner: Lakeport Village LLC

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

Legal Description: See Exhibit A

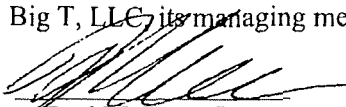
Map: See Exhibit B

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he or she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Clerk.

LAKEPORT VILLAGE LLC,
A MISSOURI LIMITED LIABILITY COMPANY

By: Big T, LLC, its managing member

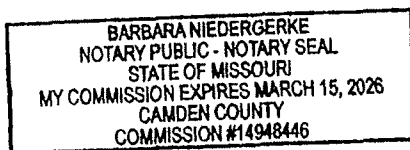
By: 
Name: Fred M. Ross, Jr.
Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 20th day of Sep, 2023, before me appeared Fred M. Ross, Jr. to me personally known, who, being by me duly sworn, did say that he is the Manager of Big T, LLC, a Missouri limited liability company, the Managing Member of Lakeport Village LLC, a Missouri limited liability company and that said Petition was signed by such company by authority of its managing member, and said person acknowledged said instrument to be the free act of said limited liability company.

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

[SEAL]




Notary Public
Name: Barbara Niedergeske

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Tract A (Southerly Parcels):

Parcel 1:

All that part of the following described property lying above contour elevation 662 feet:

A tract of land in Tract A of Goodin's Subdivision, a subdivision recorded in Plat Book 2, page 82, Camden County records and being a part of a tract as described in Book 575, page 173, Camden county records, Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "County Road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the Point of Beginning.

Parcel 2A:

That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 39 North, Range 16, Camden County, Missouri, described as follows:

From the Northwest corner of the Northwest quarter of the Southeast quarter, run East along the North line of the Northwest quarter of the Southeast quarter 540.9 feet to the centerline of a 40 foot wide roadway for the Place of Beginning; thence leaving the road, continue along said North line, East 153.3 feet; thence leaving said North line South 75.0 feet; thence West, 127.0 feet; thence South 6 degrees 00 minutes West, 73.7 feet; thence West, 20.98 feet to a point on the centerline of said 40 foot roadway; thence along centerline, North 7 degrees 30 minutes East, 17.7 feet; thence North 130.8 feet to the Place of Beginning.

Parcel 2B:

All of the following described land lying above contour elevation 662 feet:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Southwest quarter of the Northeast quarter of Section 11, run East along the South line of said Southwest quarter of the Northeast quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said

shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence

South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South line of the Southwest quarter of the Northeast quarter; thence along said South line of the Southwest quarter of the Northeast quarter of Section 11, West 569.0 feet to the Place of Beginning: Excepting therefrom that portion of the above-described land which lies within road right-of-way.

Parcel 3:

All of Lot Nos. 1, 2, 3, 4, 5, 6, and 7 of "Friedrich Heights", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 18, page 71, Camden County Recorder's Office.

Parcel 4A:

All that part of the following described property which lies above property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11) Township thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter, run East along the South line of the said Southwest quarter of the Northeast quarter, 540.0 feet, more or less to the center line of present road; thence North feet 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company, thence East along the south line described in the deed to said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less, to the Point of Beginning.

Parcel 4B:

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter run East along the South line of the said Southwest quarter of the Northeast quarter 540 feet, more or less, to the centerline of the present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

Parcel 4C:

That part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

Beginning at the Southwest corner of said quarter quarter section; thence East along the South line of said quarter quarter section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the Southerly edge of a well defined private roadway for the point of beginning of the parcel to be conveyed; thence continue South 96 feet more or less to the center of a 20 foot road; thence in Southwesterly direction along the center of said road to a point on the Westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter section which is 540 feet East from the Southwest corner of said quarter quarter section; thence North 19 degrees 30 minutes West a distance of 336 feet to the Southerly edge of the aforesaid well defined private roadway; thence in an Easterly direction along the Southerly edge of said roadway to the Point of Beginning.

Tract B (Northerly Parcels):

Parcel 1:

A parcel of land lying in Tract C of Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows:

From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the Place of Beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the Place of Beginning.

Parcel 2:

All of GOODIN'S SUBDIVISION, according to the plat thereof on file and of record in Plat Book 2, page 82 in the Camden County Recorder's Office, including all that part of the following described property, which lies above contour elevation 662 feet in Section 11, Township 39 North, Range 16 West, part of the Northeast quarter described as follows: From a stone at the Southwest corner of the said Northeast quarter, run East along the South line of the said Northeast quarter 540 feet, more or less, to the center of the Old U.S. Highway 54; thence along the said Old U.S. Highway No. 54, North 19 degrees 30 minutes West 553 feet; thence North 01 degree 15 minutes East 83.7 feet, more or less, to the Northwest corner of a tract of land heretofore conveyed to Claude Lanning and Viola Lanning by Warranty Deed dated June 19, 1944, for point of beginning; thence North 07 degrees 55 minutes East 437 feet, more or less, to the Southeast corner of a tract of land heretofore conveyed to William P. Jones by Warranty Deed dated April 13, 1937; thence North 09 degrees 40 minutes East along the Easterly line of the said William P. Jones tract of land 355 feet, more or less, to the Southwest corner of a tract of land heretofore conveyed to Ben L. Dalzell and Margie L. Dalzell by Warranty Deed dated June 19, 1944; thence East along the South line of the said Ben L. Dalzell and Margie L. Dalzell 480 feet, more or less, to the center of a small cove of the Lake of the Ozarks; thence North 71 degrees 00 minutes East down said cove and along the Southerly line described in Warranty Deed to the said Ben L. Dalzell and Margie L. Dalzell 1350 feet, more or less, to the original left bank of the Grand Glaize River; thence upstream along the said East line 700 feet, more or less, to the Northeast corner of a tract of land heretofore described in Warranty Deed dated April 11, 1936 to the W. D. Jeffries; thence West along the North line described in Warranty Deed to the said W. D. Jeffries, 1320 feet, more or less, to the West line of the Southeast quarter of the Northeast quarter of said Section 11; thence South along said West line 69 feet, more or less, to the Northeast corner of a tract of land described in Warranty Deed to the said Claude Lanning and Viola Lanning; thence West along the North line described in Warranty Deed to said Claude Lanning and Viola Lanning 926 feet, more or less, to the point of beginning, except all that part lying in the Lake of the Ozarks and beyond its ordinary shoreline.

ALSO EXCEPTING THEREFROM all of Lakewood Condominium, a resubdivision of part of Tract A of GOODIN'S SUBDIVISION as shown by the plat recorded in Plat Book 20, page 11 in the Office of the Recorder of Deeds, Camden County, Missouri.

FURTHER EXCEPTING THEREFROM all of Lakewood Resort Condominium, Phase II and Lakewood Resort Condominium, Phase II, First Addition, as shown by the plat recorded in Plat Book 45, at page 2 and Plat Book 53, at page 44, Records of Camden County, Missouri.

FURTHER EXCEPTING THEREFROM a part of Tract D of said GOODIN'S SUBDIVISION, described as the Northerly 100 feet of said Tract D bounded on the West by the Westerly line of said Tract D, bounded on the North by the Northerly line of said Tract D, bounded on the South by a line 100 feet South of and parallel with the Northerly line of said Tract D and bounded on the East by the Lake of the Ozarks and the real estate previously owned by Roy Garrett, which property of Roy Garrett is described in a deed dated October 9, 1978 and filed for record in Book 210, page 232 in the Camden County Recorder's Office.

FURTHER EXCEPTING THEREFROM the following described tract of land:

All that part of Tract "A" in GOODIN'S SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat on file and of record in the office of the Recorder of Deeds of Camden County, Missouri, described as follows: From the Southwest corner of said Tract "A" at the center of the county road, run along the centerline of said county road, North 7 degrees 55 minutes East 215 feet to the intersection of a road shown on plat of Goodin's Subdivision; thence along the centerline of said road, North 50 degrees 50 minutes East 145 feet; thence North 78 degrees 40 minutes East 128.8 feet for the point of beginning; thence leaving said road, South 10 degrees 20 minutes East 227.5 feet; thence South 39 degrees 30 minutes East 97 feet; thence North 18 degrees 30 minutes East 31.3 feet; thence North 83 degrees 56 minutes East 92.3 feet; thence North 17 degrees 40 minutes West 166.5 feet to the centerline of said road; thence along said centerline North 53 degrees 40 minutes West 165 feet; thence South 78 degrees 40 minutes West 11.2 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A tract of land in Tract A of GOODIN'S SUBDIVISION, a subdivision recorded in Plat Book 2, page 82, Camden County Records and being a part of a tract as described in Book 575, page 173, Camden County Records, Camden County, Missouri, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the point of beginning, SAVE AND EXCEPT THEREFROM: an easement, said easement being 25.0 ft. wide lying Westerly of and parallel to the Easterly line of a tract of land as described in Book 575, page 173, Camden County Records, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline N07°52'08"E, 215.14 ft (N07°55'E, 215.0 ft. deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence N50°50'E, 145.0 ft.; thence N78°40'E, 128.80 ft., to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line S10°23'39"E, 135.56 ft., to the true point of beginning of said easement; thence continuing S10°23'39"E, 90.80 ft., to an iron pin; thence S38°57'50"E, 73.45 ft. (S39°30'E, 97.0 ft. deed), to an iron pin at the 662 contour of the Lake of the Ozarks and the end.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A parcel of land lying in Tract C of said Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows: From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the place of beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the place of beginning.

SAVE AND EXCEPTING that part of Tract A, Tract B, and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II, and Lakewood Resort Condominium Phase II, First Addition, subdivision of record in Camden County, Missouri lying in and being a part of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast quarter along center line of road, North 19 degrees 30 minutes West 533.00 feet; thence North 01 degree 15 minutes East 83.70 feet to the southwest corner of Tract A of said Goodin's Subdivision; thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road South 17 degrees 40 minutes East 99.62 feet; thence South 87 degrees 03 minutes 20 seconds West 138.00 feet; thence South 10 degrees 24 minutes 40 seconds East (South 10 degrees 20 minutes East deed) 25.90 feet; thence South 39 degrees 34 minutes 30 seconds East (South 39 degrees 30 minutes East deed) 97.0 feet to a point on or near the shoreline of the Lake of the Ozarks; thence along or near the shoreline North 37 degrees 13 minutes 54 seconds West 11.06 feet for the point of beginning; thence leaving the shoreline North 36 degrees 27 minutes 48 seconds West 77.90 feet; thence North 10 degrees 24 minutes 40 seconds West 89.58 feet; thence North 84 degrees 02 minutes 29 seconds East 50.23 feet; thence North 86 degrees 17 minutes 26 seconds East 21.96 feet; thence North 85 degrees 51 minutes 09 seconds East 48.90 feet; thence North 17 degrees 40 minutes 00 seconds West 44.90 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet; thence North 01 degree 18 minutes 31 seconds West 3.37 feet; thence North 88 degrees 41 minutes 29 seconds East 1.66 feet; thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minutes 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet; thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South

67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 98.84 feet; thence South 83 degrees 36 minutes 28 seconds East 18.41 feet; thence South 79 degrees 02 minutes 01 second East 37.54 feet; thence North 77 degrees 28 minutes 12 seconds East 10.54 feet; thence North 85 degrees 13 minutes 24 seconds East 12.99 feet; thence North 86 degrees 07 minutes 03 seconds East 17.53 feet; thence North 85 degrees 28 minutes 29 seconds East 14.84 feet; thence South 30 degrees 23 minutes 51 seconds East 15.65 feet; thence South 26 degrees 57 minutes 13 seconds East 24.11 feet; thence South 31 degrees 11 minutes 31 seconds East 8.24 feet to a point on or near the shoreline of the Lake of the Ozarks, thence along or near the shoreline in a Southwesterly and Southerly direction to the point of beginning, intending to convey the existing seawall along the South boundary of the property and also the existing retaining wall along part of the North boundary of the property.

ALSO granting to second party a ten (10) foot wide maintenance and repair easement for the purposes of maintaining such retaining wall and the parking lights and poles lying immediately North and adjacent to the retaining wall which forms the North boundary of such property. Such easement expressly conditioned on second party repairing and replacing any damage done with such easement; the above Tract 2 containing all or parts of Lots 1 through 18, inclusive and all or parts of Tracts "B", "C" and "D", Goodin's Subdivision, a subdivision of land in Camden County, Missouri.

SAVE AND EXCEPT:

That part of Tract A, Tract B and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II and Lakewood Resort Condominium Phase II, First Addition, subdivisions of record in Camden County, Missouri lying in and being a part of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast Quarter along centerline of road, North 19 degrees 30 minutes West 533.00 feet, thence North 01 degree 15 minutes East 83.70 feet to the Southwest corner of Tract A of said Goodin's Sub-division, thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road, North 17 degrees 40 minutes 00 seconds West 10.78 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet thence North 01 degree 18 minutes 31 seconds West 3.37 feet; to the northerly line of a tract as described in Quit Claim Deed recorded at Book 565, page 69, Camden County Records, and the true point of beginning; thence along said northerly line the following courses: thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet, thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minute 59 seconds East

26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 38.41 feet; thence leaving said northerly line North 85 degrees 12 minutes 45 seconds East, 23.58 feet; thence North 69 degrees; 12 minutes, 6 seconds East 37.41 feet, thence North 83 degrees 36 minutes 28 seconds West, 14.85 feet; thence South 66 degrees 44 minutes 52 seconds West, 23.03 feet; thence South 83 degrees 36 minutes 04 seconds West. 25.99 ft; thence South 89 degrees 22 minutes 21 seconds West, 20.09 feet; thence South 79 degrees 20 minutes 34 seconds West, 21.88 feet; thence South 73 degrees 08 minutes 38 seconds West, 94.90 feet; thence South 73 degrees 32 minutes 00 seconds West, 135.39 feet; thence South 81 degrees 33 seconds 19 minutes West, 20.42 feet; thence North 88 seconds 47 minutes 44 seconds West, 19.99 feet; thence North 74 degrees 58 minutes 50 seconds West, 37.68 feet; thence North 61 degrees 59 minutes 11 seconds West, 19.61 feet, thence North 26 degrees 52 minutes 56 seconds West, 8.27 feet; thence North 03 degrees 59 minutes 38 seconds West, 8.17 feet; thence South 86 degrees 00 seconds 22 minutes West, 4.51 feet; thence South 01 degrees 18 minutes 31 seconds East, 11.37 feet, to the true point of beginning.

Tract C (The Remainder Parcels):

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest Quarter of the Northeast Quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter run East along the South line of the said Southwest Quarter of the Northeast Quarter 540 feet more or less to the centerline of the present road for Point of Beginning; thence continue East along the said South line 750 feet more or less, to the Southeast corner of the Southwest Quarter of the Northeast Quarter, said Southeast corner being the Southwesterly corner of a tract of land heretofore conveyed to W. D. Jeffries by Warranty Deed dated April 11, 1936 thence North along the East line of the said Southwest Quarter of the Northeast Quarter and following the West line of the said W. D. Jeffries tract of land 586 feet; thence west parallel to the South line of the said Southwest Quarter of the Northeast Quarter 926 feet, more or less, to the centerline of the present road; thence South 01 degree 15 minutes West 83.7 feet; thence South 19 degrees 30 minutes East 533 feet more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures "contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi, and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459, Missouri

SAVE AND EXCEPT THE FOLLOWING FOUR PARCELS OF LAND:

Exception Parcel 1:

All that part of the following described property which lies above contour elevation 662 feet: Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest of the Northeast Quarter, run East along the South line of the said Southwest Quarter of the Northeast Quarter 540.0 feet, more or less, to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less, to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet.

Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word contour is recited in connection with said elevation, reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 2:

All that part of the following described property which lies above contour elevation 662 feet.

Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of said Southwest Quarter of the Northeast Quarter, 540 feet, more or less, to the centerline of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric and Development Company; thence East along the South line described in the deed to the said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less to the point of beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet. Such elevations so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi; and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary, Project 459, Missouri.

Exception Parcel 3:

That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From the Southwest corner of the Southwest Quarter of the Northeast Quarter Section 11, run East along South line of said Southwest quarter Northeast Quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline, North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the

right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline, North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South Line of the Southwest Quarter of the Northeast Quarter; thence along said South line of the Southwest Quarter of the Northeast Quarter of Section 11, West 569.0 feet to the Place of Beginning.

The Northeasterly and Easterly courses of the foregoing description are intended to be the 662 foot contour elevation;

There is recited in the description of the land above the words and figures "Contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word "contour" is recited in connection with elevation reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 4:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

Beginning at the Southwest corner of said quarter quarter Section; thence East along the South line of said quarter quarter Section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the southerly edge of a well defined private roadway for the Point of Beginning of the parcel to be conveyed, thence continue South 96 feet more or less to the center of a 20 foot road; thence in a Southwesterly direction along the center of said road to a point on the westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter Section which is 540 feet East from the Southwest corner of said quarter quarter Section; thence North 19 degrees 30 minutes West a distance of 336 feet to the southerly edge of the aforesaid well defined private roadway; thence in an easterly direction along the southerly edge of said roadway to the Point of Beginning.

SAVE AND EXCEPT any portion thereof included in Warranty Deed filed for record at Book 850, page 237, Camden County Recorder's Office.

**EXHIBIT B
DISTRICT BOUNDARY MAP**



 = Community Improvement District

EXHIBIT “B”

COPY OF ORDINANCE NUMBER 23.76

[Attached]



CERTIFICATION

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the following is a complete, true and correct copy of Ordinance 23.76 of the City of Osage Beach, Missouri, a fourth-class municipality duly organized and existing under the laws of the State of Missouri: that I am the keeper of the City Seal and of the minutes and records of this municipality. Said Ordinances have not been rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of the City, this 7TH day of November 2023.


Tara Berreth/City Clerk



AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT AND AUTHORIZING AND DIRECTING FURTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) authorize the governing body of any municipality, upon a proper petition requesting formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City received a petition to establish the Lakeport Village Community Improvement District on May 5, 2023 and its Board of Aldermen held a first reading of Bill No. 23-45 approving said petition on May 18, 2023, which was unanimously approved; and

WHEREAS, the applicant for said petition thereafter indicated it wished to amend its petition and the city has taken on further action on Bill No. 23-45; and

WHEREAS, the City has received an updated Petition to Establish the Lakeport Village Community Improvement District attached hereto as Exhibit A (the “CID Petition”), which seeks to establish the Lakeport Village Community Improvement District (the “CID”) on certain property located northeast of the Jefferies Road and U.S. Route 54 interchange; and

WHEREAS, the City Clerk has verified the CID Petition complies with the CID Act; and

WHEREAS, the City held a duly-noticed public hearing on October 19, 2023, at which all persons interested in the formation of the CID were allowed an opportunity to speak and the Board of Aldermen heard all protests and received all endorsements;

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

Section 1. Creation of CID. The Lakeport Village Community Improvement District is hereby created within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the CID Petition. The CID shall include the contiguous tracts of real estate described in Exhibit A of the CID Petition. Subject to further approvals by the CID and its qualified voters, the CID is authorized to impose a sales tax, as described in the CID Petition. Subject to further approvals by the CID, the CID is also authorized to impose a special assessment, as described in the CID Petition.

Section 2. CID Term. The term of the existence of the CID shall be 27 years beginning on the effective date of this Ordinance.

Section 3. CID Board of Directors. The CID shall be governed by a board of directors consisting of five (5) members hereafter appointed by the Mayor with the consent of the Board of Aldermen in accordance with the CID Act, subject to the qualifications set forth in the CID Petition. The initial members of the CID’s board of directors are hereby appointed as follows:

<u>Name</u>	<u>Initial Term</u>
Jeffrey J. Tegethoff	4 years
Fred M. Ross, Jr.	4 years
Michael Harmison	2 years
Jeana Woods	2 years
Richard Ross	2 years

Successor members of the CID's board of directors shall be appointed for four-year terms.

Section 4. Notice to Department of Economic Development. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the CID Act.

Section 5. Disapproval of Bill 23-45. The Board of Aldermen hereby disapproves of Bill 23-45 approving the previous version of this Petition and such Bill shall have no force or effect because Bill 23-24 never became an ordinance.

Section 6. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officers of the City with respect to the CID Petition and the CID, including, without limitation, the provision of notices for the public hearing regarding the creation of the CID, are hereby ratified.

Section 7. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: October 19, 2023

READ SECOND TIME: November 2, 2023

I hereby certify that Ordinance No. 23.76 was duly passed on November 2, 2023 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 4

Nays: 0

Abstentions: 0

Absent: 2

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

November 2, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

C. Bradbury
Cole Bradbury, City Attorney

I hereby approved Ordinance No. 23.76.

M. Harmison
Michael Harmison, Mayor

November 2, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

EXHIBIT A

PETITION TO ESTABLISH

LAKEPORT VILLAGE

COMMUNITY IMPROVEMENT

DISTRICT

**Petition to Establish a Community
Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City of Osage Beach, Missouri

2023

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH
LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT DISTRICT**

This Petition ("Petition") to establish a Community Improvement District within a certain limited portion of the City of Osage Beach, Missouri (the "City"), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

As set forth herein, LAKEPORT VILLAGE LLC (the "Petitioner") is signing this Petition in accordance with the Act to request that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the district shall be the "**Lakeport Village Community Improvement District**" (the "District").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

2. PETITIONER

Based on the tax records of Camden County as of the date of filing this Petition, Petitioner:

- (a) owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE-YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The primary purpose of the District is to provide a source of revenue to expend pursuant to one or more contracts with one or more developers (the "Developers") to undertake a project on behalf of the District (the "Project"), which Project is expected to include the demolition and removal of existing buildings or structures within the District, the construction and installation of public improvements, including, but not limited to, sidewalks, streets, alleys, ramps, traffic signs and signals, utilities, drainage, water, sanitary sewer systems, and other site improvements, parking lots, garages or other facilities, and any other useful, necessary, or desired public improvements within the District.

Additionally, the purposes of the District are to:

- (a) Pledge all or a portion of its revenues to one or more notes, bonds, or other obligations, which may be issued by the District or another public body (collectively, the "District Obligations") and are secured by the tax revenues and special assessments of the District (the "CID Revenues"), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into one or more contracts or agreements in order to complete or cause the completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the "District Sales Tax");
- (d) Impose a special assessment in accordance with the Act (the "Special Assessment");
- (e) Use a portion of CID Revenues to pay the administrative costs of the District; and
- (f) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

The District may also acquire real and personal property within the District and lease or otherwise encumber or dispose of real and personal property within the District in accordance with the Act.

B. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Nine Million Seventy-Two Thousand and Fifty Nine

Dollars (\$9,072,059.00), which excludes the cost of issuance related to the issuance of any District Obligations. CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Anticipated Sources of Funds to Pay Costs and Anticipated Term of the Sources

The District intends to enter into an agreement among the District, the City and one or more developers of real property within the District, pursuant to which the developer(s) will advance the costs of the Project subject to reimbursement from revenues generated by the CID Sales Tax and Special Assessment or the proceeds of District Obligations. Such District Obligations will be repaid from CID Revenues. The anticipated sources of funds to pay the cost of the Project are the CID Revenues. The anticipated term of the CID Revenues is twenty-seven (27) years from the adoption of the ordinance establishing the District, unless extended.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2023

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of its Board (as hereinafter defined) and approval of District Sales Tax.
- Commence the Project.

2024

- Project continues.
- Implement and collect District Sales Tax.
- Implement and collect Special Assessment.

2025

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.

- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2026

- Project continues.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2027

- Completion of the Project.
- Collect and administer District Sales Tax.
- Collect and administer Special Assessment.
- Issue District Obligations to the extent of completion of an applicable phase.
- Repay District Obligations.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the "Board") and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the "Directors" and each a "Director").

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and

- (d) be an owner of District Property ("Owner") or its legally authorized representative, provided that, if at the time of appointment of the initial Board or any submittal of a slate of successor Directors, any one Owner owns more than fifty percent (50%) of the District Property (the "Majority Owner") as calculated based on the acreage on record with the Camden County Assessor's Office (the "Assessor"), then any Directors appointed shall be legally authorized representatives of the Majority Owner.

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor of Osage Beach (the "Mayor") with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Four (4) Years
Second	Four (4) Years
Third	Two (2) Years
Fourth	Two (2) Years
Fifth	Two (2) Years

Two of the initial Directors shall be representatives of the Petitioner. Upon expiration of the terms of the initial Directors, successive Directors shall, subject to Section 4 below, be appointed by the Mayor with the consent of the Board of Aldermen in accordance with the Act. Successor Directors shall serve four (4) year terms on the Board; provided, however, each Director shall serve until such Director's successor is appointed in the manner described below and qualified.

4. Board Representation

In addition to the foregoing qualifications set forth in this Section 4, in order to ensure fair representation of the District, the Board representation shall include three persons designated by the Mayor, at least one of which will satisfy the requirements of Section 67.1451.2(3) of the Act, and two persons designated by Petitioner so long as (i) Petitioner owns District Property or has a business operating within the District and (ii) District Obligations remain outstanding. In the event that either (i) or (ii) are not satisfied, then in such event the Majority Owner, if any, shall designate the two persons, and if there is not a Majority Owner, one person designated by each of the two largest owners of District Property according to the Assessor's records.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

In accordance with Section 67.1521 of the Act, the proposed District shall have the power to levy a Special Assessment upon all or a portion of District Property as follows:

The maximum rate of the Special Assessment and the respective method of assessment that may be proposed by a special assessment petition is \$5 per occupied Hotel room night on each tract, lot or parcel of real property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of real property located within the proposed District which receives special benefit as a result of such service and or projects. "Hotel" as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Five Hundred Forty-Six Thousand One Hundred Twenty Dollars (\$546,120.00) according to the most recent final (2022) assessed values located in the records of the Assessor, as set forth below.

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation

pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%), subject to voter approval as set forth in Section 67.1545.

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area, as defined in Section 67.1401.2(3) of the Act, as more fully described within that certain Lakeport Village Tax Increment Financing Redevelopment Plan, dated April 17, 2023.

10. LIFE OF DISTRICT

Petitioner requests that the proposed District exist for a maximum of twenty-seven (27) years from the effective date of the ordinance approving this Petition as provided in Section 67.1481.1 of the Act.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued to fund the Project or other purposes of the District as set forth in this Petition.

14. DISTRICT POWERS

There shall be no other limitations on the District's powers, and the District shall have all powers granted under the Act.

[Remainder of page intentionally left blank]

Signature Page for Petition to Establish the
Lakeport Village Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Osage Beach, Missouri, establish the Lakeport Village Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	LAKEPORT VILLAGE LLC
Owner's Telephone Number:	
Owner's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203
Owner Entity Type:	Limited Liability Company
Name of Signer:	Fred M. Ross, Jr.
Basis of Legal Authority to Sign:	Managing member
Signer's Telephone Number:	
Signer's Mailing Address:	6136 Nieman Road, Shawnee, KS 66203

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

Owner: Lakeport Village LLC

Parcel	2022 County Assessed Value
08-1.0-11.0-000.0-011-003.000	\$320.00
08-1.0-11.0-000.0-001-022.000	\$128,740.00
08-1.0-11.0-000.0-001-024.000	\$37,990.00
08-1.0-11.0-000.0-001-026.000	\$2,600.00
08-1.0-11.0-000.0-001-029.000	\$20,500.00
08-1.0-11.0-000.0-001-030.000	\$11,210.00
08-1.0-11.0-000.0-001-033.000	\$276,990.00
08-1.0-11.0-000.0-001-035.000	\$64,180.00
08-1.0-11.0-000.0-001-035.002	\$3,590.00
08-1.0-11.0-000.0-001-039.000	\$-
TOTAL	\$546,120.00

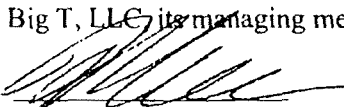
Legal Description: Sec Exhibit A
Map: Sec Exhibit B

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he or she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Clerk.

**LAKEPORT VILLAGE LLC,
A MISSOURI LIMITED LIABILITY COMPANY**

By: Big T, LLC, its managing member

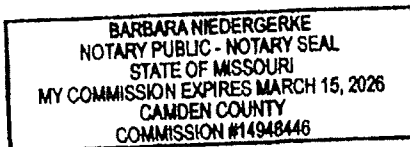
By: 
Name: Fred M. Ross, Jr.
Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 28th day of Sep, 2023, before me appeared Fred M. Ross, Jr. to me personally known, who, being by me duly sworn, did say that he is the Manager of Big T, LLC, a Missouri limited liability company, the Managing Member of Lakeport Village LLC, a Missouri limited liability company and that said Petition was signed by such company by authority of its managing member, and said person acknowledged said instrument to be the free act of said limited liability company.

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

[SEAL]



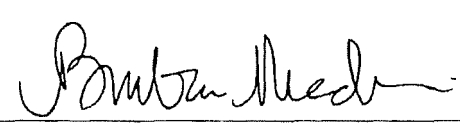

Notary Public
Name: Barbara Niedergeske

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Tract A (Southerly Parcels):

Parcel 1:

All that part of the following described property lying above contour elevation 662 feet:

A tract of land in Tract A of Goodin's Subdivision, a subdivision recorded in Plat Book 2, page 82, Camden County records and being a part of a tract as described in Book 575, page 173, Camden county records, Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "County Road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the Point of Beginning.

Parcel 2A:

That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 39 North, Range 16, Camden County, Missouri, described as follows:

From the Northwest corner of the Northwest quarter of the Southeast quarter, run East along the North line of the Northwest quarter of the Southeast quarter 540.9 feet to the centerline of a 40 foot wide roadway for the Place of Beginning; thence leaving the road, continue along said North line, East 153.3 feet; thence leaving said North line South 75.0 feet; thence West, 127.0 feet; thence South 6 degrees 00 minutes West, 73.7 feet; thence West, 20.98 feet to a point on the centerline of said 40 foot roadway; thence along centerline, North 7 degrees 30 minutes East, 17.7 feet; thence North 130.8 feet to the Place of Beginning.

Parcel 2B:

All of the following described land lying above contour elevation 662 feet:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Southwest quarter of the Northeast quarter of Section 11, run East along the South line of said Southwest quarter of the Northeast quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said

shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence

South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South line of the Southwest quarter of the Northeast quarter; thence along said South line of the Southwest quarter of the Northeast quarter of Section 11, West 569.0 feet to the Place of Beginning: Excepting therefrom that portion of the above-described land which lies within road right-of-way.

Parcel 3:

All of Lot Nos. 1, 2, 3, 4, 5, 6, and 7 of "Friedrich Heights", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 18, page 71, Camden County Recorder's Office.

Parcel 4A:

All that part of the following described property which lies above property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11) Township thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter, run East along the South line of the said Southwest quarter of the Northeast quarter, 540.0 feet, more or less to the center line of present road; thence North feet 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company, thence East along the south line described in the deed to said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less, to the Point of Beginning.

Parcel 4B:

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter run East along the South line of the said Southwest quarter of the Northeast quarter 540 feet, more or less, to the centerline of the present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

Parcel 4C:

That part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

Beginning at the Southwest corner of said quarter quarter section; thence East along the South line of said quarter quarter section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the Southerly edge of a well defined private roadway for the point of beginning of the parcel to be conveyed; thence continue South 96 feet more or less to the center of a 20 foot road; thence in Southwesterly direction along the center of said road to a point on the Westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter section which is 540 feet East from the Southwest corner of said quarter quarter section; thence North 19 degrees 30 minutes West a distance of 336 feet to the Southerly edge of the aforesaid well defined private roadway; thence in an Easterly direction along the Southerly edge of said roadway to the Point of Beginning.

Tract B (Northerly Parcels):

Parcel 1:

A parcel of land lying in Tract C of Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows:

From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the Place of Beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the Place of Beginning.

Parcel 2:

All of GOODIN'S SUBDIVISION, according to the plat thereof on file and of record in Plat Book 2, page 82 in the Camden County Recorder's Office, including all that part of the following described property, which lies above contour elevation 662 feet in Section 11, Township 39 North, Range 16 West, part of the Northeast quarter described as follows: From a stone at the Southwest corner of the said Northeast quarter, run East along the South line of the said Northeast quarter 540 feet, more or less, to the center of the Old U.S. Highway 54; thence along the said Old U.S. Highway No. 54, North 19 degrees 30 minutes West 553 feet; thence North 01 degree 15 minutes East 83.7 feet, more or less, to the Northwest corner of a tract of land heretofore conveyed to Claude Lanning and Viola Lanning by Warranty Deed dated June 19, 1944, for point of beginning; thence North 07 degrees 55 minutes East 437 feet, more or less, to the Southeast corner of a tract of land heretofore conveyed to William P. Jones by Warranty Deed dated April 13, 1937; thence North 09 degrees 40 minutes East along the Easterly line of the said William P. Jones tract of land 355 feet, more or less, to the Southwest corner of a tract of land heretofore conveyed to Ben L. Dalzell and Margie L. Dalzell by Warranty Deed dated June 19, 1944; thence East along the South line of the said Ben L. Dalzell and Margie L. Dalzell 480 feet, more or less, to the center of a small cove of the Lake of the Ozarks; thence North 71 degrees 00 minutes East down said cove and along the Southerly line described in Warranty Deed to the said Ben L. Dalzell and Margie L. Dalzell 1350 feet, more or less, to the original left bank of the Grand Glaize River; thence upstream along the said East line 700 feet, more or less, to the Northeast corner of a tract of land heretofore described in Warranty Deed dated April 11, 1936 to the W. D. Jeffries; thence West along the North line described in Warranty Deed to the said W. D. Jeffries, 1320 feet, more or less, to the West line of the Southeast quarter of the Northeast quarter of said Section 11; thence South along said West line 69 feet, more or less, to the Northeast corner of a tract of land described in Warranty Deed to the said Claude Lanning and Viola Lanning; thence West along the North line described in Warranty Deed to said Claude Lanning and Viola Lanning 926 feet, more or less, to the point of beginning, except all that part lying in the Lake of the Ozarks and beyond its ordinary shoreline.

ALSO EXCEPTING THEREFROM all of Lakewood Condominium, a resubdivision of part of Tract A of GOODIN'S SUBDIVISION as shown by the plat recorded in Plat Book 20, page 11 in the Office of the Recorder of Deeds, Camden County, Missouri.

FURTHER EXCEPTING THEREFROM all of Lakewood Resort Condominium, Phase II and Lakewood Resort Condominium, Phase II, First Addition, as shown by the plat recorded in Plat Book 45, at page 2 and Plat Book 53, at page 44, Records of Camden County, Missouri.

FURTHER EXCEPTING THEREFROM a part of Tract D of said GOODIN'S SUBDIVISION, described as the Northerly 100 feet of said Tract D bounded on the West by the Westerly line of said Tract D, bounded on the North by the Northerly line of said Tract D, bounded on the South by a line 100 feet South of and parallel with the Northerly line of said Tract D and bounded on the East by the Lake of the Ozarks and the real estate previously owned by Roy Garrett, which property of Roy Garrett is described in a deed dated October 9, 1978 and filed for record in Book 210, page 232 in the Camden County Recorder's Office.

FURTHER EXCEPTING THEREFROM the following described tract of land:

All that part of Tract "A" in GOODIN'S SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat on file and of record in the office of the Recorder of Deeds of Camden County, Missouri, described as follows: From the Southwest corner of said Tract "A" at the center of the county road, run along the centerline of said county road, North 7 degrees 55 minutes East 215 feet to the intersection of a road shown on plat of Goodin's Subdivision; thence along the centerline of said road, North 50 degrees 50 minutes East 145 feet; thence North 78 degrees 40 minutes East 128.8 feet for the point of beginning; thence leaving said road, South 10 degrees 20 minutes East 227.5 feet; thence South 39 degrees 30 minutes East 97 feet; thence North 18 degrees 30 minutes East 31.3 feet; thence North 83 degrees 56 minutes East 92.3 feet; thence North 17 degrees 40 minutes West 166.5 feet to the centerline of said road; thence along said centerline North 53 degrees 40 minutes West 165 feet; thence South 78 degrees 40 minutes West 11.2 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A tract of land in Tract A of GOODIN'S SUBDIVISION, a subdivision recorded in Plat Book 2, page 82, Camden County Records and being a part of a tract as described in Book 575, page 173, Camden County Records, Camden County, Missouri, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the point of beginning, SAVE AND EXCEPT THEREFROM: an easement, said easement being 25.0 ft. wide lying Westerly of and parallel to the Easterly line of a tract of land as described in Book 575, page 173, Camden County Records, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline N07°52'08"E, 215.14 ft (N07°55'E, 215.0 ft. deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence N50°50'E, 145.0 ft.; thence N78°40'E, 128.80 ft., to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line S10°23'39"E, 135.56 ft., to the true point of beginning of said easement; thence continuing S10°23'39"E, 90.80 ft., to an iron pin; thence S38°57'50"E, 73.45 ft. (S39°30'E, 97.0 ft. deed), to an iron pin at the 662 contour of the Lake of the Ozarks and the end.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A parcel of land lying in Tract C of said Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows: From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the place of beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the place of beginning.

SAVE AND EXCEPTING that part of Tract A, Tract B, and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II, and Lakewood Resort Condominium Phase II, First Addition, subdivision of record in Camden County, Missouri lying in and being a part of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast quarter along center line of road, North 19 degrees 30 minutes West 533.00 feet; thence North 01 degree 15 minutes East 83.70 feet to the southwest corner of Tract A of said Goodin's Subdivision; thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road South 17 degrees 40 minutes East 99.62 feet; thence South 87 degrees 03 minutes 20 seconds West 138.00 feet; thence South 10 degrees 24 minutes 40 seconds East (South 10 degrees 20 minutes East deed) 25.90 feet; thence South 39 degrees 34 minutes 30 seconds East (South 39 degrees 30 minutes East deed) 97.0 feet to a point on or near the shoreline of the Lake of the Ozarks; thence along or near the shoreline North 37 degrees 13 minutes 54 seconds West 11.06 feet for the point of beginning; thence leaving the shoreline North 36 degrees 27 minutes 48 seconds West 77.90 feet; thence North 10 degrees 24 minutes 40 seconds West 89.58 feet; thence North 84 degrees 02 minutes 29 seconds East 50.23 feet; thence North 86 degrees 17 minutes 26 seconds East 21.96 feet; thence North 85 degrees 51 minutes 09 seconds East 48.90 feet; thence North 17 degrees 40 minutes 00 seconds West 44.90 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet; thence North 01 degree 18 minutes 31 seconds West 3.37 feet; thence North 88 degrees 41 minutes 29 seconds East 1.66 feet; thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minutes 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet; thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South

67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 98.84 feet; thence South 83 degrees 36 minutes 28 seconds East 18.41 feet; thence South 79 degrees 02 minutes 01 second East 37.54 feet; thence North 77 degrees 28 minutes 12 seconds East 10.54 feet; thence North 85 degrees 13 minutes 24 seconds East 12.99 feet; thence North 86 degrees 07 minutes 03 seconds East 17.53 feet; thence North 85 degrees 28 minutes 29 seconds East 14.84 feet; thence South 30 degrees 23 minutes 51 seconds East 15.65 feet; thence South 26 degrees 57 minutes 13 seconds East 24.11 feet; thence South 31 degrees 11 minutes 31 seconds East 8.24 feet to a point on or near the shoreline of the Lake of the Ozarks, thence along or near the shoreline in a Southwesterly and Southerly direction to the point of beginning, intending to convey the existing seawall along the South boundary of the property and also the existing retaining wall along part of the North boundary of the property.

ALSO granting to second party a ten (10) foot wide maintenance and repair easement for the purposes of maintaining such retaining wall and the parking lights and poles lying immediately North and adjacent to the retaining wall which forms the North boundary of such property. Such easement expressly conditioned on second party repairing and replacing any damage done with such easement; the above Tract 2 containing all or parts of Lots 1 through 18, inclusive and all or parts of Tracts "B", "C" and "D", Goodin's Subdivision, a subdivision of land in Camden County, Missouri.

SAVE AND EXCEPT:

That part of Tract A, Tract B and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II and Lakewood Resort Condominium Phase II, First Addition, subdivisions of record in Camden County, Missouri lying in and being a part of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast Quarter along centerline of road, North 19 degrees 30 minutes West 533.00 feet, thence North 01 degree 15 minutes East 83.70 feet to the Southwest corner of Tract A of said Goodin's Sub-division, thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road, North 17 degrees 40 minutes 00 seconds West 10.78 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet thence North 01 degree 18 minutes 31 seconds West 3.37 feet; to the northerly line of a tract as described in Quit Claim Deed recorded at Book 565, page 69, Camden County Records, and the true point of beginning; thence along said northerly line the following courses: thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet, thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minute 59 seconds East

26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 38.41 feet; thence leaving said northerly line North 85 degrees 12 minutes 45 seconds East, 23.58 feet; thence North 69 degrees; 12 minutes, 6 seconds East 37.41 feet, thence North 83 degrees 36 minutes 28 seconds West, 14.85 feet; thence South 66 degrees 44 minutes 52 seconds West, 23.03 feet; thence South 83 degrees 36 minutes 04 seconds West, 25.99 ft; thence South 89 degrees 22 minutes 21 seconds West, 20.09 feet; thence South 79 degrees 20 minutes 34 seconds West, 21.88 feet; thence South 73 degrees 08 minutes 38 seconds West, 94.90 feet; thence South 73 degrees 32 minutes 00 seconds West, 135.39 feet; thence South 81 degrees 33 seconds 19 minutes West, 20.42 feet; thence North 88 seconds 47 minutes 44 seconds West, 19.99 feet; thence North 74 degrees 58 minutes 50 seconds West, 37.68 feet; thence North 61 degrees 59 minutes 11 seconds West, 19.61 feet, thence North 26 degrees 52 minutes 56 seconds West, 8.27 feet; thence North 03 degrees 59 minutes 38 seconds West, 8.17 feet; thence South 86 degrees 00 seconds 22 minutes West, 4.51 feet; thence South 01 degrees 18 minutes 31 seconds East, 11.37 feet, to the true point of beginning.

Tract C (The Remainder Parcels):

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest Quarter of the Northeast Quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter run East along the South line of the said Southwest Quarter of the Northeast Quarter 540 feet more or less to the centerline of the present road for Point of Beginning; thence continue East along the said South line 750 feet more or less, to the Southeast corner of the Southwest Quarter of the Northeast Quarter, said Southeast corner being the Southwesterly corner of a tract of land heretofore conveyed to W. D. Jeffries by Warranty Deed dated April 11, 1936 thence North along the East line of the said Southwest Quarter of the Northeast Quarter and following the West line of the said W. D. Jeffries tract of land 586 feet; thence west parallel to the South line of the said Southwest Quarter of the Northeast Quarter 926 feet, more or less, to the centerline of the present road; thence South 01 degree 15 minutes West 83.7 feet; thence South 19 degrees 30 minutes East 533 feet more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures "contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi, and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459, Missouri

SAVE AND EXCEPT THE FOLLOWING FOUR PARCELS OF LAND:

Exception Parcel 1:

All that part of the following described property which lies above contour elevation 662 feet: Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest of the Northeast Quarter, run East along the South line of the said Southwest Quarter of the Northeast Quarter 540.0 feet, more or less, to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less, to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet.

Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word contour is recited in connection with said elevation, reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 2:

All that part of the following described property which lies above contour elevation 662 feet.

Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of said Southwest Quarter of the Northeast Quarter, 540 feet, more or less, to the centerline of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric and Development Company; thence East along the South line described in the deed to the said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less to the point of beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet. Such elevations so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi; and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary, Project 459, Missouri.

Exception Parcel 3:

That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From the Southwest corner of the Southwest Quarter of the Northeast Quarter Section 11, run East along South line of said Southwest quarter Northeast Quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline, North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the

right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline, North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South Line of the Southwest Quarter of the Northeast Quarter; thence along said South line of the Southwest Quarter of the Northeast Quarter of Section 11, West 569.0 feet to the Place of Beginning.

The Northeasterly and Easterly courses of the foregoing description are intended to be the 662 foot contour elevation;

There is recited in the description of the land above the words and figures "Contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word "contour" is recited in connection with elevation reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 4:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

Beginning at the Southwest corner of said quarter quarter Section; thence East along the South line of said quarter quarter Section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the southerly edge of a well defined private roadway for the Point of Beginning of the parcel to be conveyed, thence continue South 96 feet more or less to the center of a 20 foot road; thence in a Southwesterly direction along the center of said road to a point on the westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter Section which is 540 feet East from the Southwest corner of said quarter quarter Section; thence North 19 degrees 30 minutes West a distance of 336 feet to the southerly edge of the aforesaid well defined private roadway; thence in an easterly direction along the southerly edge of said roadway to the Point of Beginning.

SAVE AND EXCEPT any portion thereof included in Warranty Deed filed for record at Book 850, page 237, Camden County Recorder's Office.

**EXHIBIT B
DISTRICT BOUNDARY MAP**



 = Community Improvement District

EXHIBIT "C"

DISTRICT LEGAL DESCRIPTION

THE LAKEPORT VILLAGE COMMUNITY IMPROVEMENT DISTRICT

Existing Land:

Tract A (Southerly Parcels):

Parcel 1:

All that part of the following described property lying above contour elevation 662 feet:

A tract of land in Tract A of Goodin's Subdivision, a subdivision recorded in Plat Book 2, page 82, Camden County records and being a part of a tract as described in Book 575, page 173, Camden County records, Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "County Road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the Point of Beginning.

Parcel 2A:

That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 39 North, Range 16, Camden County, Missouri, described as follows:

From the Northwest corner of the Northwest quarter of the Southeast quarter, run East along the North line of the Northwest quarter of the Southeast quarter 540.9 feet to the centerline of a 40 foot wide roadway for the Place of Beginning; thence leaving the road, continue along said North line, East 153.3 feet; thence leaving said North line South 75.0 feet; thence West, 127.0 feet; thence South 6 degrees 00 minutes West, 73.7 feet; thence West, 20.98 feet to a point on the centerline of said 40 foot roadway; thence along

centerline, North 7 degrees 30 minutes East, 17.7 feet; thence North 130.8 feet to the Place of Beginning.

Parcel 2B:

All of the following described land lying above contour elevation 662 feet:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Southwest quarter of the Northeast quarter of Section 11, run East along the South line of said Southwest quarter of the Northeast quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South line of the Southwest quarter of the Northeast quarter; thence along said South line of the Southwest quarter of the Northeast quarter of Section 11, West 569.0 feet to the Place of Beginning; Excepting therefrom that portion of the above-described land which lies within road right-of-way.

Parcel 3:

All of Lot Nos. 1, 2, 3, 4, 5, 6, and 7 of "Friedrich Heights", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 18, page 71, Camden County Recorder's Office.

Parcel 4A:

All that part of the following described property which lies above property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11) Township thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter, run East along the South line of the said Southwest quarter of the Northeast quarter, 540.0 feet, more or less to the center line of present road; thence North feet 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric

Land and Development Company, thence East along the south line described in the deed to said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less, to the Point of Beginning.

Parcel 4B:

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

From a stone at the Southwest corner of the said Southwest quarter of the Northeast quarter run East along the South line of the said Southwest quarter of the Northeast quarter 540 feet, more or less, to the centerline of the present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

Parcel 4C:

That part of the Southwest quarter of the Northeast quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, described as follows:

Beginning at the Southwest corner of said quarter quarter section; thence East along the South line of said quarter quarter section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the Southerly edge of a well defined private roadway for the point of beginning of the parcel to be conveyed; thence continue South 96 feet more or less to the center of a 20 foot road; thence in Southwesterly direction along the center of said road to a point on the Westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter section which is 540 feet East from the Southwest corner of said quarter quarter section; thence North 19 degrees 30 minutes West a distance of 336 feet to the Southerly edge of the aforesaid well defined private roadway; thence in an Easterly direction along the Southerly edge of said roadway to the Point of Beginning.

Tract B (Northerly Parcels):

Parcel 1:

A parcel of land lying in Tract C of Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows:

From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the Place of Beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the Place of Beginning.

Parcel 2:

All of GOODIN'S SUBDIVISION, according to the plat thereof on file and of record in Plat Book 2, page 82 in the Camden County Recorder's Office, including all that part of the following described property, which lies above contour elevation 662 feet in Section 11, Township 39 North, Range 16 West, part of the Northeast quarter described as follows: From a stone at the Southwest corner of the said Northeast quarter, run East along the South line of the said Northeast quarter 540 feet, more or less, to the center of the Old U.S. Highway 54; thence along the said Old U.S. Highway No. 54, North 19 degrees 30 minutes West 553 feet; thence North 01 degree 15 minutes East 83.7 feet, more or less, to the Northwest corner of a tract of land heretofore conveyed to Claude Lanning and Viola Lanning by Warranty Deed dated June 19, 1944, for point of beginning; thence North 07 degrees 55 minutes East 437 feet, more or less, to the Southeast corner of a tract of land heretofore conveyed to William P. Jones by Warranty Deed dated April 13, 1937; thence North 09 degrees 40 minutes East along the Easterly line of the said William P. Jones tract of land 355 feet, more or less, to the Southwest corner of a tract of land heretofore conveyed to Ben L. Dalzell and Margie L. Dalzell by Warranty Deed dated June 19, 1944; thence East along the South line of the said Ben L. Dalzell and Margie L. Dalzell 480 feet, more or less, to the center of a small cove of the Lake of the Ozarks; thence North 71 degrees 00 minutes East down said cove and along the Southerly line described in Warranty Deed to the said Ben L. Dalzell and Margie L. Dalzell 1350 feet, more or less, to the original left bank of the Grand Glaize River; thence upstream along the said East line 700 feet, more or less, to the Northeast corner of a tract of land heretofore described in Warranty Deed dated April 11, 1936 to the W. D. Jeffries; thence West along the North line described in Warranty Deed to the said W. D. Jeffries, 1320 feet, more or less, to the West line of the Southeast quarter of the Northeast quarter of said Section 11; thence South along said West line 69 feet, more or less, to the Northeast corner of a tract of land described in Warranty Deed to the said Claude Lanning and Viola Lanning; thence West along the North line described in Warranty

Deed to said Claude Lanning and Viola Lanning 926 feet, more or less, to the point of beginning, except all that part lying in the Lake of the Ozarks and beyond its ordinary shoreline.

ALSO EXCEPTING THEREFROM all of Lakewood Condominium, a resubdivision of part of Tract A of GOODIN'S SUBDIVISION as shown by the plat recorded in Plat Book 20, page 11 in the Office of the Recorder of Deeds, Camden County, Missouri.

FURTHER EXCEPTING THEREFROM all of Lakewood Resort Condominium, Phase II and Lakewood Resort Condominium, Phase II, First Addition, as shown by the plat recorded in Plat Book 45, at page 2 and Plat Book 53, at page 44, Records of Camden County, Missouri.

FURTHER EXCEPTING THEREFROM a part of Tract D of said GOODIN'S SUBDIVISION, described as the Northerly 100 feet of said Tract D bounded on the West by the Westerly line of said Tract D, bounded on the North by the Northerly line of said Tract D, bounded on the South by a line 100 feet South of and parallel with the Northerly line of said Tract D and bounded on the East by the Lake of the Ozarks and the real estate previously owned by Roy Garrett, which property of Roy Garrett is described in a deed dated October 9, 1978 and filed for record in Book 210, page 232 in the Camden County Recorder's Office.

FURTHER EXCEPTING THEREFROM the following described tract of land:

All that part of Tract "A" in GOODIN'S SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat on file and of record in the office of the Recorder of Deeds of Camden County, Missouri, described as follows: From the Southwest corner of said Tract "A" at the center of the county road, run along the centerline of said county road, North 7 degrees 55 minutes East 215 feet to the intersection of a road shown on plat of Goodin's Subdivision; thence along the centerline of said road, North 50 degrees 50 minutes East 145 feet; thence North 78 degrees 40 minutes East 128.8 feet for the point of beginning; thence leaving said road, South 10 degrees 20 minutes East 227.5 feet; thence South 39 degrees 30 minutes East 97 feet; thence North 18 degrees 30 minutes East 31.3 feet; thence North 83 degrees 56 minutes East 92.3 feet; thence North 17 degrees 40 minutes West 166.5 feet to the centerline of said road; thence along said centerline North 53 degrees 40 minutes West 165 feet; thence South 78 degrees 40 minutes West 11.2 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A tract of land in Tract A of GOODIN'S SUBDIVISION, a subdivision recorded in Plat Book 2, page 82, Camden County Records and being a part of a tract as described in Book 575, page 173, Camden County Records, Camden County, Missouri, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following

courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the point of beginning, SAVE AND EXCEPT THEREFROM: an easement, said easement being 25.0 ft. wide lying Westerly of and parallel to the Easterly line of a tract of land as described in Book 575, page 173, Camden County Records, more particularly described as follows: Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "county road" by deed, thence along said centerline N07°52'08"E, 215.14 ft (N07°55'E, 215.0 ft. deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence N50°50'E, 145.0 ft.; thence N78°40'E, 128.80 ft., to Easterly line of said tract as described in Book 575, page 173; thence leaving said centerline, along said Easterly line S10°23'39"E, 135.56 ft., to the true point of beginning of said easement; thence continuing S10°23'39"E, 90.80 ft., to an iron pin; thence S38°57'50"E, 73.45 ft.(S39°30'E, 97.0 ft. deed), to an iron pin at the 662 contour of the Lake of the Ozarks and the end.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A parcel of land lying in Tract C of said Goodin's Subdivision, a subdivision of land in Camden County, Missouri, described as follows: From the Southeast corner of Tract C of said Goodin's Subdivision run along the Northerly right of way of a 25 foot road South 63 degrees 00 minutes West a distance of 87.97 feet to an iron pin for the place of beginning; thence departing the road right of way North 8 degrees 00 minutes West a distance of 30.0 feet to another iron pin; thence South 63 degrees 00 minutes West 20.0 feet to another iron pin; thence South 8 degrees 00 minutes East 30.0 feet returning to the 25 foot road right of way; thence along the said road right of way North 63 degrees 00 minutes East a distance of 20.0 feet to the place of beginning.

SAVE AND EXCEPTING that part of Tract A, Tract B, and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II, and Lakewood Resort Condominium Phase II, First Addition, subdivision of record in Camden County, Missouri lying in and being a part of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast quarter along center line of road, North 19 degrees 30 minutes West 533.00 feet; thence North 01 degree 15 minutes East 83.70 feet to the southwest corner of Tract A of said Goodin's Subdivision; thence continue along

centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road South 17 degrees 40 minutes East 99.62 feet; thence South 87 degrees 03 minutes 20 seconds West 138.00 feet; thence South 10 degrees 24 minutes 40 seconds East (South 10 degrees 20 minutes East deed) 25.90 feet; thence South 39 degrees 34 minutes 30 seconds East (South 39 degrees 30 minutes East deed) 97.0 feet to a point on or near the shoreline of the Lake of the Ozarks; thence along or near the shoreline North 37 degrees 13 minutes 54 seconds West 11.06 feet for the point of beginning; thence leaving the shoreline North 36 degrees 27 minutes 48 seconds West 77.90 feet; thence North 10 degrees 24 minutes 40 seconds West 89.58 feet; thence North 84 degrees 02 minutes 29 seconds East 50.23 feet; thence North 86 degrees 17 minutes 26 seconds East 21.96 feet; thence North 85 degrees 51 minutes 09 seconds East 48.90 feet; thence North 17 degrees 40 minutes 00 seconds West 44.90 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet; thence North 01 degree 18 minutes 31 seconds West 3.37 feet; thence North 88 degrees 41 minutes 29 seconds East 1.66 feet; thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minutes 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet; thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds

East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 98.84 feet; thence South 83 degrees 36 minutes 28 seconds East 18.41 feet; thence South 79 degrees 02 minutes 01 second East 37.54 feet; thence North 77 degrees 28 minutes 12 seconds East 10.54 feet; thence North 85 degrees 13 minutes 24 seconds East 12.99 feet; thence North 86 degrees 07 minutes 03 seconds East 17.53 feet; thence North 85 degrees 28 minutes 29 seconds East 14.84 feet; thence South 30 degrees 23 minutes 51 seconds East 15.65 feet; thence South 26 degrees 57 minutes 13 seconds East 24.11 feet; thence South 31 degrees 11 minutes 31 seconds East 8.24 feet to a point on or near the shoreline of the Lake of the Ozarks, thence along or near the shoreline in a Southwesterly and Southerly direction to the point of beginning, intending to convey the existing seawall along the South boundary of the property and also the existing retaining wall along part of the North boundary of the property.

SAVE AND EXCEPT:

That part of Tract A, Tract B and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II and Lakewood Resort Condominium Phase II, First Addition, subdivisions of record in Camden County, Missouri lying in and being a part of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast Quarter along centerline of road, North 19 degrees 30 minutes West 533.00 feet, thence North 01 degree 15 minutes East 83.70 feet to the Southwest corner of Tract A of said Goodin's Sub-division, thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road, North 17 degrees 40 minutes 00 seconds West 10.78 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet thence North 01 degree 18 minutes 31 seconds West 3.37 feet; to the northerly line of a tract as described in Quit Claim Deed recorded at Book 565, page 69, Camden County Records, and the true point of beginning: thence along said northerly line the following courses: thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence

North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minute 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 38.41 feet; thence leaving said northerly line North 85 degrees 12 minutes 45 seconds East, 23.58 feet; thence North 69 degrees; 12 minutes, 6 seconds East 37.41 feet, thence North 83 degrees 36 minutes 28 seconds West, 14.85 feet; thence South 66 degrees 44 minutes 52 seconds West, 23.03 feet; thence South 83 degrees 36 minutes 04 seconds West, 25.99 ft; thence South 89 degrees 22 minutes 21 seconds West, 20.09 feet; thence South 79 degrees 20 minutes 34 seconds West, 21.88 feet; thence South 73 degrees 08 minutes 38 seconds West, 94.90 feet; thence South 73 degrees 32 minutes 00 seconds West, 135.39 feet; thence South 81 degrees 33 seconds 19 minutes West, 20.42 feet; thence North 88 seconds 47 minutes 44 seconds West, 19.99 feet; thence North 74 degrees 58 minutes 50 seconds West, 37.68 feet; thence North 61 degrees 59 minutes 11 seconds West, 19.61 feet, thence North 26 degrees 52 minutes 56 seconds West, 8.27 feet; thence North 03 degrees 59 minutes 38 seconds West, 8.17 feet; thence South 86 degrees 00 seconds 22 minutes West, 4.51 feet; thence South 01 degrees 18 minutes 31 seconds East, 11.37 feet, to the true point of beginning.

Tract C (The Remainder Parcels):

All that part of the following described property which lies above contour elevation 662 feet:

Part of the Southwest Quarter of the Northeast Quarter of Section Eleven (11), Township Thirty-nine (39) North, Range Sixteen (16) West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter run East along the South line of the said Southwest Quarter of the Northeast Quarter 540 feet more or less to the centerline of the present road for Point of Beginning; thence continue East along the said South line 750 feet more or less, to the Southeast corner of the Southwest Quarter of the Northeast Quarter, said Southeast corner being the Southwesterly corner of a tract of land heretofore conveyed to W. D. Jeffries by Warranty Deed dated April 11, 1936 thence North along the East line of the said Southwest Quarter of the Northeast Quarter and following the West line of the said W. D. Jeffries tract of land 586 feet; thence west parallel to the South line of the said Southwest Quarter of the Northeast Quarter 926 feet, more or less, to the centerline of the present road; thence South 01 degree 15 minutes West 83.7 feet; thence South 19 degrees 30 minutes East 533 feet more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures "contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi, and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459, Missouri

SAVE AND EXCEPT THE FOLLOWING FOUR PARCELS OF LAND:

Exception Parcel 1:

All that part of the following described property which lies above contour elevation 662 feet: Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest of the Northeast Quarter, run East along the South line of the said Southwest Quarter of the Northeast Quarter 540.0 feet, more or less, to the center line of present road; thence North 19 degrees 30 minutes West, 475.0 feet to the Point of Beginning; thence East 378.0 feet; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric Land and Development Company; thence West along the South line of the said Fred D. Goodin and Frances L. Goodin tract of land, 396.0 feet, more or less, to the Southwest corner of the said Fred D. Goodin and Frances L. Goodin tract of land and to the center of the present road; thence South 01 degree 15 minutes West, 83.7 feet; thence South 19 degrees 30 minutes West, 58.0 feet, more or less, to the Point of Beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet.

Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level,

Biloxi, Mississippi and wherein the word contour is recited in connection with said elevation, reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 2:

All that part of the following described property which lies above contour elevation 662 feet.

Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From a stone at the Southwest corner of the said Southwest Quarter of the Northeast Quarter, run East along the South line of said Southwest Quarter of the Northeast Quarter, 540 feet, more or less, to the centerline of present road; thence North 19 degrees 30 minutes West, 475.0 feet; thence East 478.0 feet to Point of Beginning; thence North 139.0 feet, more or less, to the South line of a tract of land described in a deed dated March 26, 1945, to Fred D. Goodin and Frances L. Goodin from the Union Electric and Development Company; thence East along the South line described in the deed to the said Fred D. Goodin and Frances L. Goodin, 75.0 feet; thence South 182.0 feet, more or less, to the Northerly side of present road; thence South 75 degrees 40 minutes West along present road, 77.4 feet; thence North 62.2 feet, more or less to the point of beginning.

There is recited in the description of the land above the words and figures contour elevation 662 feet. Such elevations so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi; and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary, Project 459, Missouri.

Exception Parcel 3:

That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

From the Southwest corner of the Southwest Quarter of the Northeast Quarter Section 11, run East along South line of said Southwest quarter Northeast Quarter 540.0 feet for the Place of Beginning; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20.0 foot road; thence along said centerline, North 68 degrees 00 minutes East 157.4 feet; thence along a 130 degree curve to the left 30.8 feet; thence along a 5 degree curve to the right 133.33 feet; thence North 35 degrees 10 minutes East 80.6 feet; thence along a 40 degree curve to the right 112.5 feet; thence North 80 degrees 10 minutes East 42.3 feet; thence leaving said centerline, North 121.9 feet to an iron pin set on the shoreline of the Lake of the Ozarks; thence along said shoreline South 70 degrees 44 minutes East 193.9 feet; thence South 59 degrees 40 minutes East 139.3 feet; thence South 15 degrees 50 minutes West 156.3 feet; thence South 33 degrees 50 minutes West 176.4 feet; thence South 9 degrees 00 minutes East 88.4 feet to a point on the South Line of the Southwest

Quarter of the Northeast Quarter; thence along said South line of the Southwest Quarter of the Northeast Quarter of Section 11, West 569.0 feet to the Place of Beginning.

The Northeasterly and Easterly courses of the foregoing description are intended to be the 662 foot contour elevation;

There is recited in the description of the land above the words and figures "Contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri, having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word "contour" is recited in connection with elevation reference is had to the contour of project boundary of Project 459, Missouri.

Exception Parcel 4:

That part of the Southwest quarter of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, and described as follows:

Beginning at the Southwest corner of said quarter quarter Section; thence East along the South line of said quarter quarter Section 540 feet; thence North 19 degrees 30 minutes West 77.6 feet to the centerline of a 20 foot road; thence continue North 19 degrees 30 minutes West 397.4 feet; thence East 378.0 feet; thence South 30 feet to the southerly edge of a well defined private roadway for the Point of Beginning of the parcel to be conveyed, thence continue South 96 feet more or less to the center of a 20 foot road; thence in a Southwesterly direction along the center of said road to a point on the westerly line of said parcel which is 87.6 feet North 19 degrees 30 minutes West from a point on the South line of said quarter quarter Section which is 540 feet East from the Southwest corner of said quarter quarter Section; thence North 19 degrees 30 minutes West a distance of 336 feet to the southerly edge of the aforesaid well defined private roadway; thence in an easterly direction along the southerly edge of said roadway to the Point of Beginning.

SAVE AND EXCEPT any portion thereof included in Warranty Deed filed for record at Book 850, page 237, Camden County Recorder's Office.

Added Property:

The following described real property located in Camden County, Missouri, in the Northeast Quarter of Section II, Township 39 North, Range 16 West, further described as follows:

TRACT I:

That part of Tract A, Tract B, and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II, and Lakewood Resort Condominium Phase II, First Addition, subdivision of record in Camden County, Missouri lying in and being a part of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast quarter along center line of road, North 19 degrees 30 minutes West 533.00 feet; thence North 01 degree 15 minutes East 83.70 feet to the southwest corner of Tract A of said Goodin's Subdivision; thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road South 17 degrees 40 minutes East 99.62 feet; thence South 87 degrees 03 minutes 20 seconds West 138.00 feet; thence South 10 degrees 24 minutes 40 seconds East (South 10 degrees 20 minutes East deed) 25.90 feet; thence South 39 degrees 34 minutes 30 seconds East (South 39 degrees 30 minutes East deed) 97.0 feet to a point on or near the shoreline of the Lake of the Ozarks; thence along or near the shoreline North 37 degrees 13 minutes 54 seconds West 11.06 feet for the point of beginning; thence leaving the shoreline North 36 degrees 27 minutes 48 seconds West 77.90 feet; thence North 10 degrees 24 minutes 40 seconds West 89.58 feet; thence North 84 degrees 02 minutes 29 seconds East 50.23 feet; thence North 86 degrees 17 minutes 26 seconds East 21.96 feet; thence North 85 degrees 51 minutes 09 seconds East 48.90 feet; thence North 17 degrees 40 minutes 00 seconds West 44.90 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet; thence North 01 degree 18 minutes 31 seconds West 3.37 feet; thence North 88 degrees 41 minutes 29 seconds East 1.66 feet; thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet; thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet; thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minutes 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45

minutes 52 seconds East 6.92 feet; thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 98.84 feet; thence South 83 degrees 36 minutes 28 seconds East 18.41 feet; thence South 79 degrees 02 minutes 01 second East 37.54 feet; thence North 77 degrees 28 minutes 12 seconds East 10.54 feet; thence North 85 degrees 13 minutes 24 seconds East 12.99 feet; thence North 86 degrees 07 minutes 03 seconds East 17.53 feet; thence North 85 degrees 28 minutes 29 seconds East 14.84 feet; thence South 30 degrees 23 minutes 51 seconds East 15.65 feet; thence South 26 degrees 57 minutes 13 seconds East 24.11 feet; thence South 31 degrees 11 minutes 31 seconds East 8.24 feet to a point on or near the shoreline of the Lake of the Ozarks, thence along or near the shoreline in a Southwesterly and Southerly direction to the point of beginning, intending to convey the existing seawall along the South boundary of the property and also the existing retaining wall along part of the North boundary of the property.

ALSO:

That part of Tract A, Tract B and Lot 18 of Goodin's Subdivision and part of Lakewood Condominium, Lakewood Resort Condominium Phase II and Lakewood Resort Condominium Phase II, First Addition, subdivisions of record in Camden County, Missouri lying in and being a part of the Northeast quarter of Section 11, Township 39 North, Range 16 West, Camden County, Missouri, described as follows:

From the Southwest corner of the Northeast quarter of said Section 11, run East along the South line of the Northeast quarter 540.00 feet to a point on the centerline of a road; thence leaving the South line of the Northeast Quarter along centerline of road, North 19 degrees 30 minutes West 533.00 feet, thence North 01 degree 15 minutes East 83.70 feet to the Southwest corner of Tract A of said Goodin's Sub-division, thence continue along centerline of road, North 07 degrees 55 minutes East 215.00 feet to an intersection with the centerline of a 25.0 foot wide road to the right; thence along the centerline of said road to the right North 50 degrees 50 minutes East 145.00 feet; thence North 78 degrees 40 minutes East 140.00 feet; thence South 53 degrees 40 minutes East 165.00 feet; thence leaving the centerline of road, North 17 degrees 40 minutes 00 seconds West 10.78 feet; thence North 65 degrees 36 minutes 59 seconds West 0.74 feet; thence North 62 degrees 19 minutes 46 seconds West 7.78 feet; thence North 48 degrees 39 minutes 58 seconds West 7.13 feet; thence North 02 degrees 56 minutes 59 seconds West 2.10 feet thence North 01 degree 18 minutes 31 seconds West 3.37 feet; to the northerly line of a tract as described in Quit Claim Deed recorded at Book 565, page 69, Camden County Records, and the true point of beginning; thence along said northerly line the following courses: thence South 01 degree 18 minutes 31 seconds East 3.36 feet; thence South 02 degrees 56 minutes 59 seconds East 1.39 feet; thence South 48 degrees 39 minutes 58 seconds East 6.23 feet; thence South 62 degrees 19 minutes 46 seconds East 7.53 feet;

thence South 65 degrees 36 minutes 59 seconds East 11.55 feet; thence South 68 degrees 06 minutes 11 seconds East 9.76 feet; thence South 69 degrees 38 minutes 43 seconds East 7.65 feet; thence South 78 degrees 38 minutes 49 seconds East 35.49 feet; thence South 79 degrees 43 minutes 42 seconds East 9.70 feet; thence South 88 degrees 34 minutes 29 seconds East 12.38 feet; thence North 87 degrees 48 minutes 58 seconds East 12.68 feet; thence North 84 degrees 06 minutes 39 seconds East 14.03 feet; thence North 83 degrees 15 minutes 08 seconds East 3.79 feet, thence North 79 degrees 45 minutes 30 seconds East 7.10 feet; thence North 76 degrees 26 minutes 09 seconds East 13.24 feet; thence North 76 degrees 17 minutes 08 seconds East 12.93 feet; thence North 74 degrees 53 minutes 14 seconds East 12.56 feet; thence North 72 degrees 02 minutes 37 seconds East 7.02 feet; thence North 71 degrees 01 minute 59 seconds East 26.31 feet; thence North 72 degrees 17 minutes 51 seconds East 10.71 feet; thence North 71 degrees 11 minutes 10 seconds East 12.47 feet; thence North 71 degrees 54 minutes 33 seconds East 16.93 feet; thence North 73 degrees 40 minutes 48 seconds East 14.37 feet; thence North 73 degrees 29 minutes 23 seconds East 9.93 feet; thence North 72 degrees 11 minutes 24 seconds East 11.75 feet; thence North 70 degrees 25 minutes 36 seconds East 16.56 feet; thence North 70 degrees 25 minutes 36 seconds East 9.30 feet; thence North 71 degrees 47 minutes 10 seconds East 7.81 feet; thence North 72 degrees 45 minutes 52 seconds East 6.92 feet thence South 84 degrees 29 minutes 04 seconds East 9.35 feet; thence South 67 degrees 51 minutes 19 seconds East 3.87 feet; thence South 66 degrees 43 minutes 18 seconds East 6.00 feet; thence South 77 degrees 59 minutes 54 seconds East 5.02 feet; thence North 82 degrees 41 minutes 10 seconds East 4.12 feet; thence North 66 degrees 34 minutes 05 seconds East 3.55 feet; thence North 50 degrees 28 minutes 23 seconds East 3.54 feet; thence North 34 degrees 46 minutes 18 seconds East 3.86 feet; thence North 27 degrees 51 minutes 25 seconds East 2.92 feet; thence South 62 degrees 08 minutes 35 seconds East 1.66 feet; thence North 75 degrees 22 minutes 46 seconds East 38.41 feet; thence leaving said northerly line North 85 degrees 12 minutes 45 seconds East, 23.58 feet; thence North 69 degrees; 12 minutes, 6 seconds East 37.41 feet, thence North 83 degrees 36 minutes 28 seconds West, 14.85 feet; thence South 66 degrees 44 minutes 52 seconds West, 23.03 feet; thence South 83 degrees 36 minutes 04 seconds West, 25.99 ft; thence South 89 degrees 22 minutes 21 seconds West, 20.09 feet; thence South 79 degrees 20 minutes 34 seconds West, 21.88 feet; thence South 73 degrees 08 minutes 38 seconds West, 94.90 feet; thence South 73 degrees 32 minutes 00 seconds West, 135.39 feet; thence South 81 degrees 33 seconds 19 minutes West, 20.42 feet; thence North 88 seconds 47 minutes 44 seconds West, 19.99 feet; thence North 74 degrees 58 minutes 50 seconds West, 37.68 feet; thence North 61 degrees 59 minutes 11 seconds West, 19.61 feet, thence North 26 degrees 52 minutes 56 seconds West, 8.27 feet; thence North 03 degrees 59 minutes 38 seconds West, 8.17 feet; thence South 86 degrees 00 seconds 22 minutes West 4.51 feet; thence South 01 degrees 18 minutes 31 seconds East, 11.37 feet, to the true point of beginning

TRACT II:

All that part of Tract A of GOODIN'S SUBDIVISION, also known as Goodin's Subdivision, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 2, Page 82, in the Office of the Recorder of Deeds, Camden County, Missouri, more particularly described as follows: Beginning at the

Southwest corner of said Tract A at the center of the County Road; thence along the centerline of said County Road, North 7°55' East 215 feet to the intersection of a road shown on plat of Goodin's Subdivision; thence along the centerline of said road North 50°50' East 145 feet; thence North 78°40' East 128.8 feet; thence leaving said road South 10°20' East 227.5 feet; thence South 39°30' East 97 feet; thence South 38° West 40 feet; thence North 89°43' West 310 feet to the point of beginning

SAVE AND EXCEPT

All that part of the following described property lying above contour elevation 662 feet:

A tract of land in Tract A of GOODIN'S SUBDIVISION, a subdivision recorded in Plat Book 2, page 82, Camden County records and being a part of a tract as described in Book 575, page 173, Camden County records, Camden County, Missouri, more particularly described as follows:

Beginning at the intersection of the South line of said Tract A and the centerline of "Jeffries Road", also known as "County Road" by deed, thence along said centerline North 07 degrees 52 minutes 08 seconds East, 215.14 feet (North 07 degrees 55 minutes East, 215.0 deed), to the intersection of a road as shown on the plat of said subdivision; thence along the centerline of said road the following courses: thence North 50 degrees 50 minutes East, 145.0 feet; thence North 78 degrees 40 minutes East, 128.80 feet to Easterly line of said tract as described in book 575, page 173; thence leaving said centerline, along said Easterly line South 10 degrees 23 minutes 39 seconds East, 226.36 feet (South 10 degrees 20 minutes East, 227.5 feet), to an iron pin; thence South 38 degrees 57 minutes 50 seconds East, 73.45 feet (South 39 degrees 30 minutes East, 97.0 feet, deed), to an iron pin at the 662 contour of the Lake of the Ozarks; thence Southwesterly along said 662 contour 54.8 feet to a set #4 bar on the South line of said "Tract A"; thence North 89 degrees 54 minutes 51 seconds West, 318.31 feet (89 degrees 43 minutes West, 310 feet, deed), to the point of beginning.

EXHIBIT "D"

ADDED PROPERTY BOUNDARY MAP



EXHIBIT "E"

DISTRICT BOUNDARY MAP

LAKEPORT VILLAGE
COMMUNITY IMPROVEMENT DISTRICT



SCHEDULE 1

Minimum Assessed Value Special Assessment Maximum Annual Amounts for Class A and Class B

Year Payable	Class A (Hotel)	Class B (Amusement Park or Water Park)
2025	\$140,944	\$102,560
2026	\$1,395,608	\$1,078,648
2027	\$2,805,343	\$2,175,375
2028	\$2,805,343	\$2,175,375
2029	\$2,889,927	\$2,241,178
2030	\$2,889,927	\$2,241,178
2031	\$2,977,049	\$2,308,956
2032	\$2,977,049	\$2,308,956
2033	\$3,066,784	\$2,378,767
2034	\$3,066,784	\$2,378,767
2035	\$3,159,211	\$2,450,673
2036	\$3,159,211	\$2,450,673
2037	\$3,254,412	\$2,524,735
2038	\$3,254,412	\$2,524,735
2039	\$3,352,468	\$2,601,020
2040	\$3,352,468	\$2,601,020
2041	\$3,453,466	\$2,679,593
2042	\$3,453,466	\$2,679,593
2043	\$3,557,493	\$2,760,523
2044	\$3,557,493	\$2,760,523
2045	\$3,664,642	\$2,843,881
2046	\$843,309	\$656,067
2047	\$868,609	\$675,749
2048	\$868,609	\$675,749
2049	\$894,667	\$696,021
2050	\$894,667	\$696,021
2051	\$921,507	\$716,902

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Frederick Gregory, Parks and Recreation Manager
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Bill 25-28 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Osage Beach Scout Troop #118 to manage and staff the Osage Beach City Park Concession Stand for the 2025 Season First Reading

Requested Action:

First Reading of Bill #25-28

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:

Budgeted Item:

No

Budget Line Information (if applicable):

Department Comments and Recommendation:

The Parks Department is challenged every season trying to find staff for the concession stand. Camdenton City Parks has contracted with a local scout troop for their concession stand for several years, and it has been a mutually beneficial partnership. The Parks Manager would like to try the same partnership for the 2025 season at City Park and recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-28 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-28

ORDINANCE NO. 25.28

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OSAGE BEACH SCOUT TROOP #118 TO MANAGE AND STAFF THE OSAGE BEACH CITY PARK CONSESSION STAND FOR THE 2025 SEASON.

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

Section 1. The Mayor is hereby authorized to execute a contract with Osage Beach Scout Troop #118 under substantially the same terms and conditions as the attached draft, **Exhibit A** to this ordinance.

Section 2. 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 the above Ordinance No. 25.28 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.28.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH CONCESSION STAND AGREEMENT

THIS CONCESSION STAND AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Scout Troop 118 (“**Operator**”), on the following terms.

WHEREAS, Operator wishes to provide volunteers to manage the concession stand at Osage Beach City Park; and

WHEREAS, the City of Osage Beach wishes to compensate Operator for promoting such volunteerism.

NOW THEREFORE the parties make the following Agreement in furtherance of the above:

I. TERMS

1. **Definitions and Common Terms.** The following terms shall have the following specific meanings:
 - a. Concession Stand: The interior of the food-service concession stand at Osage Beach City Park, together with a non-exclusive right to use the adjacent covered patio area, but excluding the Osage Beach Parks and Recreation offices and any locked space not otherwise authorized herein.
 - b. Operator. Scout Troop 118 and any officers, agents, employees, volunteers, or subcontractors thereof.
2. **Term.** This Agreement shall commence May 1, 2025 and conclude October 31, 2025 (the “Initial Term”). The City may authorize the City Administrator to extend this Agreement for the same dates in 2026, 2027, and 2028 (each a “Renewal Term”) by motion no later than December 31 of the preceding year.
3. **Description of Relationship.**
 - a. Compensation. City shall pay to Operator a share of gross concession sales for the duration of this Agreement, calculated as follows: Forty percent (40%) of all net revenues generated at the Concession Stand, where net revenues are equal to gross revenue less cost of goods sold.
 - b. Payment. Compensation shall be paid no later than November 15 of each year for that year’s sales. Compensation may be paid annually or in periodic installments. All such payments shall be accompanied by a report showing the calculation of such sums and

acceptance thereof shall represent a certification by Operator that such reports/calculations are true and accurate.

c. Additional conditions.

- i. The Concession Stand shall collect all applicable sales taxes, which taxes shall be a cost of goods sold.
- ii. The concession stand shall be staffed by Operator's volunteers and open a minimum of 24 hours per week. The City shall approve the scheduled hours, with such approval not to be unreasonably withheld.
- iii. Operator shall be responsible for complying with all food safety regulations and other state or local requirements.
- iv. City shall be responsible for setting prices for all concessions.
- v. Operator shall not sell non-food items in the Concession Stand without prior written approval from City. Such approval is in City's sole discretion and shall be subject to the same terms, requirements, and fees as above. All outside vendors must receive prior written approval from City and otherwise comply with City Code § 245.050.
- vi. Operator shall be responsible for cleaning the concession stand to comply with or exceed health department standards. Operator may be asked to check the adjacent bathrooms from time to time and replace paper products, but City shall remain responsible for cleaning said bathrooms.
- vii. All decisions not expressly provided for herein shall be up to the discretion of the City Administrator or his/her designee.

d. Maintenance

- i. Operator agrees not to paint or otherwise alter any structure without City's prior written consent. City will be responsible for maintenance of and repairs to the roof, walls, and structural components of the Concession Stand structures. Operator will provide its own signage to clearly communicate that it is managing the Concession Stand by agreement with the City.
- ii. Except the foregoing, City will be responsible for all maintenance of the Concession Stand, which shall be returned to City in the same or similar condition at the termination of this lease. Operator shall keep the Concession Stand in the same condition as delivered by the City. Any additional maintenance desired by Operator may be provided by Operator at its expense with City's prior written approval.
- iii. Notwithstanding the foregoing, if either party causes damage to the Concession Stand, the maintenance or repair of which would otherwise be the responsibility of

the non-damaging party, the damaging party shall be responsible for all such repairs.

- iv. Operator shall not cause or permit any waste, misuse, or neglect of the water, gas or electric fixtures. Operator shall not bore, cut into, or otherwise structurally weaken any column, beam, or other part of the Concession Stand for any purpose whatsoever without the written consent of City, and in the event Operator shall so bore, cut, or structurally weaken any part of the Concession Stand, City may at once enter and repair any damage done or replace any parts, and charge the cost of the same to Operator, or City may, at its option, pursue any other remedy herein provided.

e. Volunteers.

- i. Operator shall be solely responsible for all costs associated with providing the volunteers necessary to perform the terms of this Agreement.
 - ii. Operator shall ensure that no minor is present in the Concession Stand without adult supervision. No adult shall be responsible for supervising more than four minors at a time.
 - iii. No minor shall handle cash, credit cards, or other forms of payment or money.
 - iv. Minors shall only handle prepackaged (dry, frozen, or refrigerated) foods in their original packaging (i.e. candy bars, chips, soda cans, popsicles, etc.). No minor shall operate any kind of equipment involved in food preparation, including but not limited to grills, hot dog rollers, hot cheese, meat slicers, knives, soup pots/lades, or other kitchen utensils (except that scissors are acceptable for opening food packaging).
 - v. Operator must provide proof of background check clearance (criminal and sex offender) in a form acceptable to the City for each of Operator's adult staff/volunteers to City before said staff/volunteer begins any work that is covered by this Agreement. Operator shall maintain records thereof in an electronically accessible format for not less than three years from the end of the Term for which the check was performed.
- f. Keys, Inspections. City shall retain working keys necessary to access the Concession Stand, including all exterior and interior doors but excluding Operator's filing cabinets, safes, cash drawers, and other personal property. Operator shall insure the City has all such keys and shall inform City of any changes in locks and keys and provide new keys to City at Operator's expense.
- g. Records. Operator shall utilize City's point-of-sale (POS) system which records sales in each category, producing valid receipts therefor. Said POS system shall produce an audit trail

which is acceptable to the City Administrator or his/her designee who may audit Operator's records and accounts on behalf of the City.

4. **Operator's Obligations.**

- a. *Professionalism.* Operator understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Operator shall ensure its personnel and any subcontractors comply with all City policies while on-site. Operator and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- b. *Insurance.* Operator shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate; Operator shall name City as additional insured on said policy, but only to the extent necessary to cover claims not barred by City's sovereign immunity. Operator agrees to submit any claim arising out of this Agreement or the subject matter thereof to its liability carrier first and before submitting any claim to the City's insurance carrier.
- c. *Licenses, Permits, Taxes.* Operator shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to its obligations herein. Operator shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- d. *Communication.* Operator will provide timely replies to City's inquiries and requests for information. Operator's point of contact for this Agreement is: Janelle Stockstill,

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 5. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
- 6. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Operator prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.

7. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
8. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Operator shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
9. **Laws, Ordinances, and Regulations.** Operator shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Operator, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Operator shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Operator, or the City. Operator specifically acknowledges that it has read and understands Chapter 245 of the Osage Beach City Code, which applies to City Park and Peanick Park.
10. **Certifications Regarding Debarment.** Operator certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Operator Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Operator further certifies that it and its Operator Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Operator or any Operator Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Operator further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Operator must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
11. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Operator shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Operator shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
12. **Anti-Israel Discrimination.** Operator certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.

13. **Indemnification by Operator.** Operator shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Operator or its employees, agents, subcontractors, or assignees arising out of this Agreement.
14. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Operator. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
15. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Operator must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Operator that material be treated as proprietary or confidential.
16. **Ownership of Work Product.** All documents and other work product created by Operator under this Agreement shall become the property of City once submitted to City.
17. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Operator. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:
City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Operator:
Girl Scout Troop 118

City may also serve written notice to Operator by personal delivery to any of its officers or employees over the age of 18.

19. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
20. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on

any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.

21. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter, including both state and federal causes of action, shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
24. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
25. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
27. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

OPERATOR:
GIRL SCOUT TROOP 118

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-29 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozark Jeep Invasion event support request in an amount not \$5,500.00. *First Reading*

Requested Action:

First Reading of Bill #25-29

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:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

10-21-754255

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-29 is in correct form.

City Administrator Comments:

Last year the City supported the Jeep Invasion with a \$3,000 contribution with a total budget for the event at \$19,115. They have requested \$5,500 this year with a total budget for the event at \$68,850. Current budget for Community Event Support is \$13,000.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARK JEEP INVASION EVENT SUPPORT REQUEST IN AN AMOUNT NOT TO EXCEED \$5,500.00

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Jeep Invasion is a yearly promotion of the Lake area and the event creates clear and direct benefits to the businesses and citizens of Osage Beach in terms on increased tourism, sales and publicity for the City and the Lake area and the board wishes to support this public event which promotes out community:

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

Section 1. That the expenditure of funds for advertising in the amount of Fifty-Five Hundred Dollars (\$5,500.00) is hereby authorized to be paid to the Lake of the Ozarks Jeep Invasion to be held September 25-28, 2025.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.29 was duly passed , 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:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.29.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH
REQUEST FOR EVENT SUPPORT

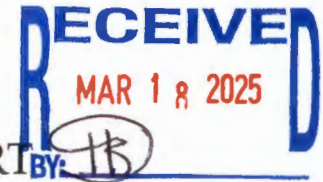


EXHIBIT A TO CITY CODE SECTIONS 110.300

Requested Amount: \$5500.00

Date of Request: 2-22-2025

Organization Information:

Organization Name: Operation Freedom Exchange

Address: 1920 W. Timber Ridge Dr. City: Sedalia State: Mo Zip: 65301

Phone#: 251-648-4817 Website/Email: operationfreedomexchange@gmail.com

Contact Name: Joe Chabino Phone #: 251-648-4817

Phone#: Susan Parnell 660-473-9383 Website/Email: operationfreedomexchange@gmail.com

Is the organization a not-for-profit ☒ Yes ☐ No

If yes, is it a registered 501 (c) 3 or other designation? ☒ Yes ☐ No (if yes, attach IRS classification)

If yes, is the organization a local not-for-profit or nation not-for-profit organization? Nation

Your organization's activities focus on: (check all that apply)

- ☐ Family and Youth
- ☐ Health & Human Services
- ☐ Education, Job Development, Housing or other similar community focus
- ☐ Tourism
- ☐ Arts & Cultural Activities
- ☐ Environmental & Preservation

☒ Other: Jeep Invasion, Veterans, & First Responders

Event Information:

Event Name: Lake of the Ozarks Jeep Invasion Event Dates: Sept 25-28 of 2025

Event Location: Bagnell Dam Strip Event Times: Fri & Sat 26th/27th 10:00 AM - through Sun 28th 1:00 P.M.

Description of Event: Fundraiser, Non Profit

How will the proceeds of the event be used? Promoting & advertisement for Jeep Invasion & City of Osage Beach businesses

How will the City be recognized through this event? A lot of businesses in Osage Beach & Camden County are our sponsors.

Is the event open to the public? X Yes ___ No ___ If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? X Yes ___ No ___ If yes, explain: Parking on the strip with Jeep requires a ticket, public can walk the strip

Budget Information: Please attach all budget details including all sources of funding and expenses.

Must accompany the application

In case of a budget shortfall, how will the loss be covered: _____

How many years have this event been held? 1 Estimated Attendance: 5,000-6,000 Jeeps

Last year's attendance (if applicable) Aprox. 3,500 Jeeps

Applicant

Application Completed by: William "Joe" Chabino & Susan Parnell

Contact Phone #: 660-473-9383/251-648-4817 Date: Jan 22nd 2025

<u>William Chabino</u>	<u>William Chabino</u>	<u>President</u>
Signature <u>SPU</u>	Print Name <u>Susan Parnell</u>	Title <u>vice. President</u>

Send Completed Application and Attachment to:

Email: dlake@osagebeach.org

Mail to:

City of Osage Beach
Attn: Devin Lake/City Administrator
1000 City Parkway
Osage Beach, MO 65065

573-302-2000 extension 1010

Tara Berreth

From: susan parnell <operationfreedomexchange@gmail.com>
Sent: Tuesday, March 25, 2025 9:10 AM
To: Tara Berreth
Subject: Expense report for OFE

Tara-

We are working on the 2025 Lake of the Ozarks Jeep Invasion and planning an epic event throughout the Lake of the Ozarks. Currently, we have tickets being purchased in 15 states and growing. We want to thank you for your support last year, and continue to support our event this year and next. Here is a list of the significant costs of this event.

- Fireworks \$ 5000.00
- Radio Adds \$ 10,000.00
- Billboards \$ 5,000.00
- Banners \$ 10,000.00
- Printing \$ 5,000.00
- Bands & DJ \$ 15,000.00
- Lodging for Volunteers \$ 3,200.00
- Bag Pipes \$ 400.00
- Custom App. \$ 6,000.00
- Public Works \$ 1,000.00
- Public Safety \$ 2,000.00
- Bagnell Dam Permit Fee \$ 2,850.00
- Porta Pots \$1,200.00
- Tents \$2,200.00

We have several different locations throughout the lake that will be supporting our event. We are looking to double, if not triple, our numbers from last year. We will be using your contributions to our event to help pay for radio ads and billboards to promote the event and the community.

I appreciate your support,
William Chabino and Susan Parnell

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-30 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Section 705.090 Pressure and Continuity. *First Reading*

Requested Action:

First Reading of Bill #25-30

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:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This agenda item presents two options to address the recent discussion around pressure-reducing valves (PRVs).

The ordinance requires the City assume responsibility for PRVs at no cost to the customer, with the consequence that the City is now assuming responsibility for pressure. Staff has checked with other municipalities and we can find no other utility which takes on this responsibility. MPR also expressed serious concern at this option. Therefore, staff does NOT recommend approval of this ordinance.

The second option is an update to what was presented at the last discussion. This continues complimentary PRVs through the end of this year or until we run out of PRVs, whichever is longer. This option leaves the ordinance alone, making pressure the homeowner's responsibility, while phasing out the City's involvement in the PRV business. If the ordinance fails, staff will implement this option.

City Attorney Comments:

Per City Code 110.230, Bill 25-30 is in correct form.

City Administrator Comments:

As requested, the amended Ordinance puts into place that the City will install and maintain Pressure Reducing Valves at the City's expense. Caleb has done a lot of research by calling other communities (Lebanon, Branson, Jefferson City, Springfield, Columbia, Lake Ozark, Laclede County, Cole County and Camden County) and has determined that most of them do not have an ordinance regarding regulating pressure. They typically follow DNR regulations on providing the minimum standard of pressure. I do not recommend approval of this Ordinance for the following reasons:

1. As our community ages, the replacement of these devices will increase, causing a financial burden to future budgets.
2. Commercial PRV's typically must be replaced more frequently than residential which will not be equitable to all citizens.
3. This opens the City up to additional insurance claims if a PRV fails and causes damage inside or outside the structure.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 705 WATERWORKS, SECTION 705.090. PRESSURE AND CONTINUITY.

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

Section 1. That the section entitled Osage Beach amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

- A. The City does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water, and customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be ensured, such as for steam boilers, domestic hot water, etc.
- B. In areas where pressure is low, the customer shall, if he/she desires a higher pressure than furnished at the mains of the City, install at his/her own expense a tank or booster pump, of a type approved by the Building Official.
- C. Where the pressure to a customer's premises is greater than he/she wishes, ~~it shall be their responsibility to install the proper regulating device to reduce the pressure to the extent desired~~ **the City will install and maintain such devices at the customer's request.**
- D. The City shall have the right to require the adjustment, modification, or removal of any quick opening or closing valve or other device installed in a premises, the operation of which results in an unreasonable fluctuation of pressure or damage in the City's water system.

Section 2. 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. 25.30 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:

Cole Bradbury City Attorney

I hereby approve Ordinance No. 25.30.

Date

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk



EXCESS PRESSURE WAIVER – 2025 ONLY

Dear Customer,

The City of Osage Beach does not guarantee water pressure, and customers are responsible for installing the proper regulating device(s) to achieve their desired pressure. *City Code § 705.090*.

Your water line pressure has been observed at _____ psi at the water meter, which may cause problems with your plumbing. Where pressure exceeds 80 psi at the water meter pit under normal operating conditions, a customer may accept the pressure as-is, keep the water off until a pressure-reducing valve (PRV) is installed, or accept a one-time courtesy PRV from the City.

Please contact the City's Public Works Department at (573) 302-2020 with any questions.

I, _____, am the City of Osage Beach utilities account holder for the water meter at _____ (address).

I am authorized by the owner(s) of said property and any tenant(s) thereof to make this agreement on their behalf. I hereby (initial selection):

_____ Accept the pressure as-is (observed: _____ psi) and resume service.

_____ Request the City keep the water off until I have installed a PRV on the private side of the City's meter pit (i.e. on my supply line or in my home/business).

_____ Request the City install a courtesy PRV in the City's meter pit. The City will schedule installation as soon as practical so long as inventory permits. I understand that this is a one-time offer, and that I will be responsible for addressing any future or additional pressure issues at my own expense by using my private supply line or plumbing.

Signature

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 3, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Motion to amend the purchase of 2 dump trucks from Premier Truck Group for an amount not to exceed \$7,000

Requested Action:

Motion to Approve

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

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-774265 Vehicles

FY2025 Budgeted Amount: \$672,116.00

FY2025 Expenditures to Date (MM/DD/YY): (\$ 0.00)

FY2025 Available: \$672,116.00

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

Since the original approval for the purchase of these 2 dump trucks on 2-20-25 and 3-6-25, tariffs have been added to each truck. Currently, Premier Truck Group is not sure what the exact tariff will be, however, the maximum amount is \$3,500 per truck. I recommend approval.

Truck #1 - Henderson Equipment - \$115,648
Premier Truck Group - \$107,238 (Previously \$104,034)
TOTAL - \$222,886 (Previously approved 2-20-25 \$220,082)
Truck #2 - Henderson Equipment - \$111,616
Premier Truck Group - \$95,680 (Previously \$91,980)
TOTAL - \$207,296 (Previously approved 3-20-25 \$203,596)



Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Columbia

1660 Jade Road
Columbia MO 65201
Phone: (573) 886-0188

Department: NEW
Contract Date: 03/19/2025
Deal Packet: DE-54666
Branch: 809
Salesperson: Mike Talleur

Bill To: PROS-026421
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH MO 65065-3049
P:(573) 302-2020

Ship To:
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049

Stock#:TRK 1	VIN:NA	New 2026 FREIGHTLINER 108SD PLUS	Price:	\$103,538.00
		2026 DAIMLER TARIFF NOT TO EXCEED		\$3,500.00
			Per Unit:	\$107,038.00
Stock#:TRK 2	VIN:NA	New 2026 FREIGHTLINER M2106 PLUS	Price:	\$91,980.00
		2026 DAIMLER TARIFF NOT TO EXCEED		\$3,500.00
			Per Unit:	\$95,480.00
			Total Price	\$202,518.00
			Documentary Fee	\$400.00
			Total	\$202,918.00
			Net Total	\$202,918.00

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE



Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Columbia

1660 Jade Road
Columbia MO 65201
Phone: (573) 886-0188

Department: NEW
Contract Date: 03/19/2025
Deal Packet: DE-54666
Branch: 809
Salesperson: Mike Talleur

Bill To: PROS-026421
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH MO 65065-3049
P:(573) 302-2020

Ship To:
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049

PRICING PRIOR TO TARIFF MANDATES , WILL SEND REVISED QUOTE REFLECTING THE 2026 MANDATED TARIFFS. TARIFF AMOUNT PER TRUCK WILL BE CHARGED AT PUBLISHED ACTUAL AMOUNT OR \$3,500 WHICHEVER IS LESS

MY26 108SD SINGLE AXLE
MY26 M2106 SINGLE AXLE

MODOT DISCOUNT APPLIED

CITY OF OSAGE BEACH SPEC IN LIEU OF MODOT SPEC , SOLICITATION # 1FB605CO25000217

BODY NOT INCLUDED

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

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Your business is always appreciated!

PURCHASER'S SIGNATURE

TITLE

DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE

TITLE

DATE

AUTHORIZED SIGNATURE

Page 2

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.