

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 17, 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 5 ► Minutes of Board of Aldermen meeting April 3, 2025
- Pg 9 ► Bills List - April 17, 2025
- Pg 32 ► New Liquor Licenses - Pancake House - 5980 Osage Beach Parkway

UNFINISHED BUSINESS

- Pg 33 A. 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. *Second Reading*
- Pg 127 B. 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 Ozarks Jeep Invasion event in an amount not to exceed \$3,000.00. *First Reading and Second Reading*
- Pg 134 C. Bill 25-30 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Section 705.090 Pressure and Continuity. *Second Reading*

PRESENTATION AND RECEPTION

- A. Presentation for Alderman Richard Ross

NEW BUSINESS

- Pg 139 A. Motion to Approve certification of Election results
- Pg 143 B. Oath of Office
- Pg 144 C. Motion to Elect President of the Board of Aldermen
- Pg 145 D. Proclamation authorizing the Mayor to proclaim May 4-10, 2025 Municipal Clerks Week.
- Pg 147 E. Public Hearing - TAP99001(529) MO Route 42 Miller County ADA improvement Project
- Pg 174 F. Bill 25-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotion efforts to support the Lake of the Ozarks Bikefest 2025 Event for an amount not to exceed \$3,000.00 *First Reading*
- Pg 180 G. Bill 25-32- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a credit card processing agreement with World Fuel for Lee C Fine and Grand Glaize Airports. *First Reading*
- Pg 190 H. Bill 25.33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135: Budget and Finance in General, adding Section 135.021 Accepting Payment. *First Reading*

- Pg 194 I. Bill 25-34 - An ordinance of the City of Osage Beach, Missouri, allowing the Mayor to sign a Memorandum of Understanding with the Village of Four Seasons to operate the Village's Warning Sirens. *First and Second Reading*
- Pg 203 J. Bill 25-35 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 200 Police Department; Section 200.040 Powers and Duties of Chief of Police as set forth. *First Reading*
- Pg 209 K. Resolution 2025-10 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 for the purchase of natural gas to fuel Public Works heaters.
- Pg 212 L. Bill 25-36- 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 the purchase of natural gas to fuel Public Works heaters. *First Reading*
- Pg 217 M. Bill 25-37 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.160 Separation from Service as set forth. *First Reading*
- Pg 222 N. Bill 25-38- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.220 Alcohol, Drug and Controlled Substance Abuse and Section 125.230 Supplemental Policies as set forth. *First Reading*
- Pg 232 O. Bill 25-39- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations Section 125.040 Human Resource Commission as set forth. *First Reading*
- Pg 235 P. Bill 25-40- An ordinance of the City of Osage Beach, Missouri, amending Chapter 605 Business Licenses and Regulations; Section 605.070 Fees as set forth. *First Reading*
- Pg 237 Q. Bill 25-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245 Parks and Recreation Section 245.060 Parks Sponsorship Advertising- Fees as set forth. *First Reading*
- Pg 241 R. Discussion - Staff asking for delivery of Board Packet on Monday.
- Pg 243 S. Discussion - Board Committee's
- Pg 245 T. Motion to allow the sale of surplus salvage at Public Works
- Pg 247 U. Resolution 2025-11 - A resolution appointing to Board of Directors of Osage Beach Commons Community Improvements District, Celeste Barela Alderman.
- Pg 248 V. Resolution 2025-12 - A resolution appointing to Board of Directors of the Lakeport at Oasis Community Improvement District, Justin Hoffman Alderman.
- Pg 250 W. Resolution 2025-13 - A resolution appointing to Board of Directors of the Beach Drive Community Improvement District, Kevin Rucker Alderman
- Pg 252 X. Resolution 2025-14 - A resolution appointing to Board of Directors of the Arrowhead Community Improvement District, Phyllis Marose Alderman.

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 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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**

April 3, 2025

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, April 3, 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, Assistant City Administrator April White, Police Chief Todd Davis, City Engineer Drew Bowman, Public Information Officer (PIO) Jayme Rutledge, Airport Manager Ty Dinsdale, Human Resource Director Maddie Mousseau, Parks and Recreation Manager Eric Gregory, Building Official Ron Whitte.

CITIZEN'S COMMUNICATIONS

Jim Schneider – Questioned who voted for the credit card surcharge. And gave a brief description of how the PRV's were handled when he was with the City.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED 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. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 25-20. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 25-20 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-20 passed and approved as Ordinance 25-20.

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*

Alderman Hoffman made a motion to approve the second reading of Bill 25-23. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-23 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-23 passed and approved as Ordinance 25-23.

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*

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

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*

Alderman Ross made a motion to approve the second reading of Bill 25-26. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-26 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman O’Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-26 passed and approved as Ordinance 25-26.

NEW BUSINESS

Proclamation authorizing the Mayor to Proclaim National Public Safety Telecommunicators Week April 13-19, 2025.

Public Hearing - Amended CID Petition.

Alderman Hoffman made a motion to close the Public Hearing. This motion was seconded by the Alderman Ross. Motion passed unanimously with a voice vote.

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*

Alderman Rucker made a motion to approve the 1st reading of Bill 25-27. This motion was seconded by the Alderman Ross. Motion passed unanimously with a voice vote.

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*

Alderman Marose made a motion to approve the 1st reading of Bill 25-28. This motion was seconded by the Alderman O’Steen. Motion passed unanimously with a voice vote.

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 Ozarks Jeep Invasion event support request in an amount not to exceed \$5,500.00. *First Reading*

Alderman Marose made a motion to grant \$4,000.00 for the Lake of the Ozarks Jeep Invasion. Motion dies for lack of second motion.

Alderman O'Steen made a motion to approve the 1st reading of Bill 25-29. This motion was seconded by the Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 25-29 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Marose, Alderman O'Steen. "Nays" Alderman Ross, and Alderman Rucker, Alderman Barela. Mayor Harmison exercised his duties under 110.020 and voted Nay to fail the 1st reading of Bill 25-29.

Alderman Rucker made a motion to amend the 1st reading of Bill 25-29 to support the Lake of the Ozarks Jeep Invasion event support request in the amount not to exceed \$3,000. This motion was seconded by the Alderman Ross. Motion passed 5 "Ayes" 1 "Nay".

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

Alderman Ross made a motion to approve the 1st reading of Bill 25-30. This motion was seconded by the Alderman Hoffman. Motion passed unanimously with a voice vote.

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

Alderman Rucker made a motion to amend the purchase of 2 dump trucks from Premier Truck Group for an amount not to exceed \$7,000 with CA to additional information. This motion was seconded by the Alderman Hoffman. Motion passed unanimously with a voice vote.

STAFF COMMUNICATIONS

City Administrator Lake – Budget books will be delivered next week.

Sgt. McCorey – Will be graduating Command College.

Human Resource Director Mousseau -Employee Betterment Committee 12- 14 employees had their first meeting.

Eric Gregory – Kaytlan Schultz to Parks and Rec Team.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Marose – Would like to raise the City Business License fees. Please put on the next agenda a raising the business license fee from \$50 to \$65.

Alderman O'Steen – Departmental List has not been on the agenda. Citizens get out and VOTE.

Alderman Rucker – Packet is due by Tuesday. Please have everything to Staff by the following Tuesday.

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.

Alderman Rucker made a motion to open Executive Session. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-26 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman O’Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-26 passed and approved as Ordinance 25-26.

Alderman Hoffman made a motion to close Executive Session. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 25-26 and to pass same into ordinance: “Ayes” Alderman Hoffman, Alderman Barela, Alderman O’Steen, Alderman Ross, Alderman Marose and Alderman Rucker. Bill 25-26 passed and approved as Ordinance 25-26.

ADJOURN

The meeting adjourned at 8:15 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 April 3, 2025, and approved April 17, 2025.

Tara Berreth, City Clerk

Michael Harmison, Mayor

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

**CITY OF OSAGE BEACH
BILLS LIST
April 17, 2025**

Bills Paid Prior to Board Meeting	\$	259,235.32
--	-----------	-------------------

Payroll Paid Prior to Board Meeting	\$	175,398.60
--	-----------	-------------------

SRF Transfer Prior to Board Meeting

TIF Transfers

Bills Pending Board Approval	\$	397,197.78
-------------------------------------	-----------	-------------------

Total Expenses	\$	831,831.70
-----------------------	-----------	-------------------

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	1,563.00-
			ADJUST PAYROLL DEDUCTIONS	25.00-
			ADJUST PAYROLL DEDUCTIONS	22.00-
			Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premium	144.00
			Dental Insurance Premium	144.00
			Health Insurance Contribut	118.80
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,009.80
			Health Insurance Contribut	1,009.80
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	72.00
			Vision Insurance Contribut	72.00
		MO DEPT OF REVENUE	State Withholding	4,871.00
		INTERNAL REVENUE SERVICE	Fed WH	13,653.61
			FICA	9,975.13
			Medicare	2,332.89
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.07-
			Pre-Paid Legal Premiums	81.73
			Pre-Paid Legal Premiums	81.73
		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 &	5,204.83
			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
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	375.65-
			American Fidelity	1,720.97
			American Fidelity	1,720.97
			American Fidelity	752.95
			American Fidelity	752.95
		AMERICAN FIDELITY ASSURANCE CO	Flexible Spending Accts -	42.00
			Flexible Spending Accts -	42.00
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	25.55-
			Texas Life After Tax	140.62
			Texas Life After Tax	140.62
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	22.99-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ADJUST PAYROLL DEDUCTIONS	36.28-
			Group Life Ins and Buy Up	18.31
			Group Life Ins and Buy Up	18.31
		OPTUM BANK INC	HSA Contribution	247.50
			HSA Family/Dep. Contributi	2,574.96
		ONE TIME VENDOR PADGETT, TYLER W	Bond Refund:191166431-01	98.00
		MORGAN COUNTY CIRCUIT	MORGAN COUNTY CIRCUIT COUR	200.00
		COOPER COUNTY CIRCUIT	COOPER COUNTY CIRCUIT COUR	122.00
		DOUGLAS COUNTY CIRCUIT	DOUGLAS COUNTY CIRCUIT COU	100.00
		CAMDEN COUNTY CIRCUIT	CAMDEN COUNTY CIRCUIT COUR	197.00
			TOTAL:	55,026.12
Mayor & Board	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,247.20
		ELAN CORPORATE PAYMENT SYSTEMS	NAME BADGES	87.20
			GRANDMOTHER EULER	74.25
			TOTAL:	1,470.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	562.75
			Medicare	131.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.97
			Retirement 401	636.92
		MABCA	2025 MABCA MEMB - D.LAKE	25.00
			2025 MABCA SPRING - D.LAKE	300.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	1.68
			Group Life Ins and Buy Up	16.57
			Group Life Ins and Buy Up	13.40
			Short Term Disability Ins	14.80
			Short Term Disability Ins	11.61
		ELAN CORPORATE PAYMENT SYSTEMS	GFOA WINTER WHITE	125.00
			GFOA SPRING WHITE	175.00
			NAME BADGES	24.88
		ONE TIME VENDOR TRAINING SYSTEMS INC	LAKE HR LEADERSHIP MEALS	24.00
			TOTAL:	2,360.33
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	55.28
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,566.85
			Health Insurance Contribut	1,247.20
			Vision Insurance Contribut	10.05
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	263.29
			Medicare	61.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	132.96
			Retirement 401	310.22
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.69
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	11.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	18.60
			Short Term Disability Ins	14.80
		ELAN CORPORATE PAYMENT SYSTEMS	GFOA WINTER BERRETH	125.00
			MEMBERSHIP CLERK POWERS	135.00
			MEMBERSHIP CLERK BERRETH	195.00
			IIMC CONFERENCE POWERS	600.00
			IIMC CONFERENCE BERRETH	650.00
			NOTARY STAMP BOUWENS	24.95
			NAME BADGES	24.88
		OPTUM BANK INC	HSA Family/Dep. Contributi	150.00
			TOTAL:	5,673.65
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	76.72
			Dental Insurance Premiums	88.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	927.55
			Health Insurance Contribut	1,247.20
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	9.95
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	602.65
			Medicare	140.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	299.17
			Retirement 401	707.95
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.73
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	26.82
			Group Life Ins and Buy Up	29.85
			Short Term Disability Ins	25.80
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	COMP ABS ONLINE BELL	75.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	300.00
		BOMGAARS SUPPLY INC	BOMGAARS STATEMENT FEE	3.00
			TOTAL:	7,537.53
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	110.56
			Medicare	25.86
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.40
			Retirement 401	129.26
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	6.05
			Group Life Ins and Buy Up	6.05
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,680.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		INTERNAL REVENUE SERVICE	FICA	428.15
			Medicare	100.13
		MISSIONSQUARE RETIREMENT	Retirement 401%	210.16
			Retirement 401	490.37
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,857.11
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	641.55
			Medicare	150.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.74
			Retirement 401	748.39
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	29.08
			Group Life Ins and Buy Up	29.08
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		ELAN CORPORATE PAYMENT SYSTEMS	MML TRAIN WHITE	136.50
			CLOUD STOR JOSH CELL	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	6,601.19
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/13-3/16/25	128.48
			CITY HALL SVC 2/14-3/16	3,257.64
		INTERNAL REVENUE SERVICE	FICA	32.23
			Medicare	7.54
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 2/17-3/17/25	882.27
			AMBULANCE TV	348.00
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	175.00
			TOTAL:	4,831.16
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Vision Insurance Contribut	6.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	451.53
			Medicare	105.60
		MISSIONSQUARE RETIREMENT	Retirement 401%	194.23
			Retirement 401	513.03
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	38.75
			WATER SOFT FEE	103.50
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN 2/13-3/	46.63
		AMEREN MISSOURI	HATCHERY RD SIGN 2/13-3/16	68.99
			CP MAINT BLDG 2/13-3/16/25	151.56
			CP #2 DISPLAY C 2/13-3/16/	12.16
			CP SOCCER FIELDS 2/13-3/16	70.34
			CP #2 DISPLAY D 2/13-3/16/	12.16
			CP BALL FIELDS 2/13-3/16/2	1,162.57
			CP 32 DISPLAY B 2/13-3/16/	13.33
			HWY 42 BALLPARKS LTS 2/13-	13.44
			CP #2 IRRIG OUMO 2/13-3/16	12.66
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	16.31
			Group Life Ins and Buy Up	16.31
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	200.00
		ELAN CORPORATE PAYMENT SYSTEMS	HOTEL HOMAN	99.00
			HOTEL GREGORY	99.00
			2 KAYAK	1,198.00
			EGGS AND ISSUES GREGORY	20.00
		OPTUM BANK INC	HSA Contribution	112.50
			TOTAL:	6,576.66
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	269.98
			Medicare	63.14
		MISSIONSQUARE RETIREMENT	Retirement 401%	133.99
			Retirement 401	312.65
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		ELAN CORPORATE PAYMENT SYSTEMS	HOTEL SNOW STORM	63.31
			MARSHALLS GIFTS EMPLOYEE A	199.99
			TARGET GIFTS EMPLOYEE APP	155.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WALMART GIFTS EMPLOYEE APP	311.42
			DICKS GIFTS EMPLOYEE APP	127.99
			BEDBATH GIFTS EMPLOYEE APP	86.85
			HOMEDEPOT GIFTS EMPLOYEE A	148.98
			TARGET GIFTS EMPLOYEE APP	8.00
			PANARA LUNCHS EMPLOY APP	293.93
			MO/KS PRIMA BERRETH	155.00
			MO/KS PRIMA MOUSSEAU	155.00
			MO/KS PRIMA MOUSSEAU	35.00
			MO/KS PRIMA BERRETH	35.00
			HOTEL ICE STORM	113.30
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		ONE TIME VENDOR TRAINING SYSTEMS INC	LAKE HR LEADERSHIP MEALS	24.00
			TOTAL:	4,751.02
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	396.00
			Dental Insurance Premiums	396.00
			Dental Insurance Premium	63.00
			Dental Insurance Premium	63.00
			Health Insurance Contribut	2,583.00
			Health Insurance Contribut	2,583.00
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	14.00
			Vision Insurance Contribut	14.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
		INTERNAL REVENUE SERVICE	FICA	4,440.64
			Medicare	1,038.55
		LEYVA, PETER	MEALS FOR TRAUMAS IN LE	150.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	2,101.11
			Retirement 401	4,995.89
		MORLEY, TRAVIS	MEALS FOR TRAUMAS IN LE	150.00
		MO DEPT NATURAL RESOURCES	2024 INCINERATOR EMISSIONS	55.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	20.33
			Group Dependent Life Ins	20.33
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	206.90
			Group Life Ins and Buy Up	206.90
			Short Term Disability Ins	207.20
			Short Term Disability Ins	207.20
		OWENS, STEVEN	MEALS FOR TRAUMAS IN LE	150.00
		ELAN CORPORATE PAYMENT SYSTEMS	4 AIRFARE WASHING DC	2,035.80
			ONLINE CONTRACT	75.00
			DRONE TRAIN LEONARD	199.00
			KWICKAR	32.00
			INTERNET SEARCH	78.00
			HOTEL DAVIS	310.75
			HOTEL MORLEY	310.75
			HOTEL WRGHT	310.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HOLSTER CUFFS	402.50
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,125.00
		MARCO	COPPIER LEASE 2/26-3/25	<u>206.54</u>
			TOTAL:	45,959.28
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	910.26
			Medicare	212.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.64
			Retirement 401	915.54
		AT&T INTERNET/IP SERVICES	911 INTERNET 3/11/25	408.81
		MORLEY, DILILEXIE	MEALS FOR TRAUMAS IN LE	175.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	29.86
			Group Life Ins and Buy Up	29.86
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		ELAN CORPORATE PAYMENT SYSTEMS	2 AIRFARE WASHING DC	1,017.90
			CRISIS INTERVENTION FOSTER	75.00
			DISPATCH TRAIN OAKES	120.00
			MPSCC CONFERENCE	120.00
			CRISIS INTERVENTION MORLEY	75.00
			MPSCC CONFERENCE	120.00
			HOTEL OAKS	310.75
			MPSCC CONFERENCE	120.00
			TRAINING CREDIT	116.22-
			TRAINING CREDIT	388.25-
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	9,918.69
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	223.80
			Medicare	52.34
		PATTERSON, CARY	TRAVEL ADV PATTERSON	423.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.79
			Retirement 401	260.84
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.36
			Group Life Ins and Buy Up	12.36
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		ELAN CORPORATE PAYMENT SYSTEMS	AIR FARE PATTERSON	497.41
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,985.44
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	481.91
			Medicare	112.70
		MISSIONSQUARE RETIREMENT	Retirement 401%	236.33
			Retirement 401	551.44
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	20.77
			Group Life Ins and Buy Up	20.77
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		ELAN CORPORATE PAYMENT SYSTEMS	GIS SOFTWARE FOR TABLET	59.99
			COMP BOOKS PENS	15.26
			ARCGIS 3/25-4/25	724.93
			MICROSOFT MARCH	30.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,505.56
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	393.38
			Medicare	92.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	114.63
			Retirement 401	451.78
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	18.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	18.41
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		ELAN CORPORATE PAYMENT SYSTEMS	RESTREAM 2/25-1/26	490.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET/PHONE CNNCTN 4/20	3,887.04
			789.22	789.22
		MARCO	COPPIER LEASE 2/26-3/25	449.18
			TOTAL:	8,112.99
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	162.45
			Medicare	37.99
		MISSIONSQUARE RETIREMENT	Retirement 401%	78.60
			Retirement 401	183.41
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	0.46
			Group Life Ins and Buy Up	3.17
			Short Term Disability Ins	3.19
		ELAN CORPORATE PAYMENT SYSTEMS	CLOUD CAMPAIGN SUB JAYME	49.00
			TOTAL:	518.27
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	139.00
			Health Insurance Contribut	139.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		MO DEPT OF REVENUE	State Withholding	341.58
		INTERNAL REVENUE SERVICE	Fed WH	753.79
			FICA	852.83
			Medicare	199.44
		MISSIONSQUARE RETIREMENT	Retirment 457 &	615.45
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	44.15
			American Fidelity	44.15
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	17.24
			Texas Life After Tax	17.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	25.12
			Group Life Ins and Buy Up	25.12
		OPTUM BANK INC	HSA Family/Dep. Contributi	47.07
			TOTAL:	3,877.26
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,459.22
			Health Insurance Contribut	1,459.22
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		INTERNAL REVENUE SERVICE	FICA	852.84
			Medicare	199.44
		MISSIONSQUARE RETIREMENT	Retirement 401%	418.79
			Retirement 401	977.17
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	5.71
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	23.53
			Group Life Ins and Buy Up	23.53
			Short Term Disability Ins	46.92
			Short Term Disability Ins	46.92
		MENARDS COMMERCIAL	SUMMIT NTR GAS FIX	10.00
		CAPITAL ONE, N.A.	WATER AND GATORADE	149.12
			ICE	3.76
			WATER AND GATORADE	205.94
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	58.33
		OPTUM BANK INC	HSA Family/Dep. Contributi	325.50
		MARCO	COPPIER LEASE 2/26-3/25	68.84
		BOMGAARS SUPPLY INC	PANEL HORSE	175.56
			BOOTS - BULLOCK, GALE	199.99
			TOTAL:	10,477.08
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		MO DEPT OF REVENUE	State Withholding	434.21
		INTERNAL REVENUE SERVICE	Fed WH	1,078.55
			FICA	938.16
			Medicare	219.42
		MISSIONSQUARE RETIREMENT	Retirment 457 &	613.88
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	178.91
			American Fidelity	178.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	84.28
			American Fidelity	84.28
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	7.75
			Group Life Ins and Buy Up	7.75
			Group Life Ins and Buy Up	0.77
			Group Life Ins and Buy Up	0.77
		OPTUM BANK INC	HSA Contribution	108.65
			HSA Family/Dep. Contributi	105.63
			TOTAL:	5,070.80
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.99
			Health Insurance Contribut	1,452.99
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		INTERNAL REVENUE SERVICE	FICA	938.16
			Medicare	219.42
		MISSIONSQUARE RETIREMENT	Retirement 401%	423.05
			Retirement 401	1,096.46
		CAMDEN COUNTY RECORDER OF DEEDS	1 LIEN & 1 RELEASE	26.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.56
			Group Dependent Life Ins	3.56
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	30.19
			Group Life Ins and Buy Up	30.19
			Short Term Disability Ins	39.44
			Short Term Disability Ins	39.44
		MENARDS COMMERCIAL	SUMMIT NTR GAS FIX	9.99
		CAPITAL ONE, N.A.	WATER AND GATORADE	149.12
			ICE	3.76
			WATER AND GATORADE	205.93
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	58.33
		ELAN CORPORATE PAYMENT SYSTEMS	PIPE LIFT HANDLER	2,949.56
			2 POWER BROOMS	967.00
			HOTEL LAUDICK	803.79
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	324.75
		MARCO	COPPIER LEASE 2/26-3/25	68.84
		BOMGAARS SUPPLY INC	BOOTS & COAT - COOK, COREY	184.98
		TORQUE MOTORSPORTS LLC	AIRBAG KIT FOR 1718	2,307.30
			TOTAL:	18,236.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.26
			Dental Insurance Premiums	73.26
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		MO DEPT OF REVENUE	State Withholding	528.21
			Fed WH	1,370.18
		INTERNAL REVENUE SERVICE	FICA	1,246.75
			Medicare	291.58
		MISSIONSQUARE RETIREMENT	Retirment 457 &	472.70
			Retirement 457	83.00
			Retirement Roth IRA	25.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	62.06
			American Fidelity	62.06
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		OPTUM BANK INC	HSA Contribution	130.00
			HSA Family/Dep. Contributi	253.13
			TOTAL:	5,267.75
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.26
			Dental Insurance Premiums	73.26
			Dental Insurance Premium	45.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	1,452.99
			Health Insurance Contribut	1,452.99
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		INTERNAL REVENUE SERVICE	FICA	1,246.74
			Medicare	291.58
		MISSIONSQUARE RETIREMENT	Retirement 401%	415.82
			Retirement 401	1,433.99
		CAMDEN COUNTY RECORDER OF DEEDS	1 LIEN & 1 RELEASE	26.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	5.71
			Group Life Ins and Buy Up	53.19
			Group Life Ins and Buy Up	53.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	61.64
			Short Term Disability Ins	61.64
		MENARDS COMMERCIAL	SUMMIT NTR GAS FIX	10.00
		CAPITAL ONE, N.A.	WATER AND GATORADE	149.13
			WALKIE TALKIES	93.88
			ICE	3.76
			WATER AND GATORADE	205.94
			REFUND TAX	3.68-
			REFUND HAND WASH	1.50-
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	58.33
		ELAN CORPORATE PAYMENT SYSTEMS	HOTEL DIFFY	803.79
			HOTEL LYBYER	803.79
			HOTEL OLIVER	803.79
			HOTEL EARP	1,157.79
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	249.75
		MARCO	COPPIER LEASE 2/26-3/25	68.85
		DIFFEY, CHAD	MILEAGE REIMB 3/8-3/13/25	84.00
			TOTAL:	15,502.37
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		MO DEPT OF REVENUE	State Withholding	489.00
		INTERNAL REVENUE SERVICE	Fed WH	1,371.18
			FICA	1,094.39
			Medicare	255.96
		MISSIONSQUARE RETIREMENT	Retirment 457 &	390.04
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
			TOTAL:	5,171.34
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	1,094.39
			Medicare	255.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	337.55
			Retirement 401	1,059.21
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	25.91
			Group Life Ins and Buy Up	25.91
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		ELAN CORPORATE PAYMENT SYSTEMS	ONLINE BLS INSTRUCTOR	41.20
			INSTRUCTOR COURSE WEAVER	350.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		JOHNSON, ALEXANDRIA	UNIFORM REIMB JOHNSON	66.80
			TOTAL:	9,147.15
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	95.04
			Health Insurance Contribut	95.04
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.40
			Vision Insurance Contribut	6.40
		MO DEPT OF REVENUE	State Withholding	243.20
		INTERNAL REVENUE SERVICE	Fed WH	477.47
			FICA	480.30
			Medicare	112.33
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirement 457 &	15.21
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	14.94
			American Fidelity	14.94
		OPTUM BANK INC	HSA Contribution	20.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	153.33
			TOTAL:	2,277.58
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	997.76
			Health Insurance Contribut	997.76
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.40
			Vision Insurance Contribut	6.40
		AMEREN MISSOURI	LCF RUNWAY LTS 2/27-3/30/2	29.49
			AP FIREHOUSE 2/27-3/30/25	177.82
		INTERNAL REVENUE SERVICE	FICA	480.30
			Medicare	112.33
		MISSIONSQUARE RETIREMENT	Retirement 401%	76.15
			Retirement 401	540.92
		DISH NETWORK	SVC 3/29-4/28	99.11
		MO STATE AVIATION COUNCIL	2025 MOSAC AVIATION MEM -	25.00
			2025 MAMA CONF REG - DINS	50.00
			2025 MAMA CONF REG - DINS	12.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	6.63
			Group Life Ins and Buy Up	6.63
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	80.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	195.00
			TOTAL:	6,239.90
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	23.76
			Health Insurance Contribut	23.76
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
		MO DEPT OF REVENUE	State Withholding	72.80
		INTERNAL REVENUE SERVICE	Fed WH	316.37
			FICA	274.83
			Medicare	64.28
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.20
			Retirement 457	60.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,290.66
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 2/25-3/26/2	57.18
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	249.44
			Health Insurance Contribut	249.44
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
		AMEREN MISSOURI	GG AP HANGAR 2/27-3/30/25	16.39
		INTERNAL REVENUE SERVICE	FICA	274.83
			Medicare	64.28
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.82
			Retirement 401	322.18
		MO STATE AVIATION COUNCIL	2025 MOSAC AVIATION MEM -	25.00
			2025 MAMA CONF REG - DINSD	50.00
			2025 MAMA CONF REG - DINSD	12.50
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE 3/16 -4/15	129.26
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	10.21
			Group Life Ins and Buy Up	10.21
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		GFL ENVIRONMENTAL	CITY TRASH SVC 4/1-4/30	52.01
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	4,670.63
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID MARCH	640.05
			TOTAL:	640.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		171,365.97
20		Transportation		14,354.34
30		Water Fund		23,307.58
35		Sewer Fund		20,770.12
40		Ambulance Fund		14,318.49
45		Lee C. Fine Airport Fund		8,517.48
47		Grand Glaize Airport Fund		5,961.29
62		TIF - Arrowhead		640.05

GRAND TOTAL:				259,235.32

TOTAL PAGES: 17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	CALENDAR	15.24
		AMAZON CAPITAL SERVICES INC	WALL CLOCK	<u>14.98</u>
			TOTAL:	30.22
City Attorney	General Fund	CUMMINGS, MCCLOREY, DAVIS, & ACHO	PROFESSIONAL SVCS - DUENKE	100.00
		MILLER, TODD	PRO SVC - AST PA - APRIL 2	2,500.00
		ONE TIME VENDOR 26TH CIRCUIT JUDICIAL	26TH CIRCUIT JUDICIAL BAR	<u>30.00</u>
			TOTAL:	2,630.00
Building Inspection	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAME PLATE - J. GORDON	32.21
		INTERNATIONAL CODE COUNCIL INC	2024 ICC BOOKS	<u>1,176.33</u>
			TOTAL:	1,208.54
Building Maintenance	General Fund	STAPLES BUSINESS ADVANTAGE	MAT & CLEANER	168.46
			PAPER TOWELS & TP	152.59
			CUPS, TRASH BAGS	210.95
			PAPER TOWELS	65.08
			COFFEE	37.86
			PAPER TOWELS	130.16
			TP & COFFEE	187.15
			WASTEBASKETS	54.66
			TOWELS, CUPS, SILVERWEAR	367.94
			PD AMERICAN FLAG	98.16
		AMAZON CAPITAL SERVICES INC	ANTIBACTERIAL SOAP	96.03
			MAINT AGREEMNT 1/31/25-1/3	555.00
		DAKTRONICS, INC	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
		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
		NICK'S TRUE VALUE HARDWARE	ADHESIVE	5.99
			SPRAYER	31.99
		WOODLEY BUILDING MAINTENANCE	APR JANITORIAL SERVICE	3,360.85
			PORTERS ACE	<u>26.99</u>
			TOTAL:	5,589.61
Parks	General Fund	AMOS SEPTIC SERVICE INC	PUMPOUTS @ VARIOUS	200.00
		MOTOR HUT INC	BATTERY & CORE	100.45
		YESTERDAY'S MEALS LLC	PORTABLE TOILET - APR	<u>85.00</u>
			TOTAL:	385.45
Human Resources	General Fund	LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT TESTING - RO	75.00
			VALIDITY SCREENING SOLUTIONS	<u>274.50</u>
			TOTAL:	349.50
Police	General Fund	LEON UNIFORM CO INC	UNIFORM KIT	1,591.00
			NEW HI GLOSS HOLDERS PD	276.00
			HIGH CLOSS CASE	552.00
			UNIFORM - LEYVA	134.00
		INTL ASSOC FOR PROPERTY & EVIDENCE INC	2025 IAPE MEMBERSHIP - M.	65.00
			2025 IAPE MEMBERSHIP - J W	65.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE - PD20	90.00
			OIL CHANGE & BRAKE PADS PD	302.63
			OIL CHANGE - PD26	90.00
		STAPLES BUSINESS ADVANTAGE	2TB PORTABLE HARD DRIVE	67.83
			LANGUAGE LINE SERVICES INC	51.15
			OVER THE PHONE INTERPRETAT	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MALIBU BLUE OUTFITTERS	MISC APPAREL	399.00
			MISC APPAREL	100.00
			MISC APPAREL	<u>42.90</u>
			TOTAL:	3,826.51
911 Center	General Fund	INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 4/1-4/30/	<u>4,065.00</u>
			TOTAL:	4,065.00
Engineering	General Fund	PARKWAY PLAZA TIRE	WASHER FLUID & ANTIFREEZE	87.99
			OIL W FILTER	<u>58.12</u>
			TOTAL:	146.11
Information Technology	General Fund	TOWNER ELECTRONICS INC	TELEPHONE TRIP CHARGE	90.00
		BCN TELECOM INC TBS	MAR 2025 ELEVATOR PHONE	160.04
		KASEYA US LLC	KASEY AINSTALL	2,199.12
			TICKET SOFT 4/1/25-3/31/26	1,800.00
		HUBER & ASSOCIATES, INC	FEB SOFTWARE MGT	<u>675.22</u>
			TOTAL:	4,924.38
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	MAINT ON WHELEN WARNING SY	<u>595.00</u>
			TOTAL:	595.00
Transportation	Transportation	ENNIS-FLINT INC	ROAD PAINT	28,270.00
		PURCELL TIRE & RUBBER CO	TIRE FOR STREET SWEEPER	279.74
		FASTENCO INC	NIPPLE & COUPLER - TRUCK 1	113.73
		RP LUMBER INC	TREATED 4X4X8	12.99
		MO ONE CALL SYSTEM INC	LOCATES	66.60
		KNAPHEIDE TRUCK INC	SHAFT AND SPROCKET SALT SP	1,599.30
		O'REILLY AUTOMOTIVE STORES INC	BRACKETED CAL TRUCK 1513	188.14
			RETURN FUEL FILTER	86.47-
			MOTOR OIL - TRUCK 4463 - 4	98.85
			OIL AND AIR FILTERS ALL TR	368.74
			ROPE & HANDLE	9.99
			CORE RETURN	63.00-
			SOCKET	12.99
			SNOW PLOW	51.33
		LARRY'S LAKESIDE AUTO REPAIR INC	BRAKE CHECK PW1513	135.94
		SASCO PAVEMENT COATINGS INC	WAND FOR CRACK SEALER	1,318.30
			ROADSAVER 515	1,957.50
			ROADSAVER 515	1,957.50
			ROADSAVER 515 - OB AREA	1,912.50
		CROWN POWER & EQUIPMENT	PARTS FOR KUBOTA KT040-4	1,094.78
		DULLE OVERHEAD DOORS INC	PROGRAMMING REMOTES	243.83
		MAGRUDER LIMESTONE CO INC	2" CLN, 4-6" CLEAN BCH RD	825.84
		SOUTHWEST STONE SUPPLY INC	VETERANS MEM PROJECT	4.42
		CINTAS CORPORATION	UNIFORMS & MATS	254.03
			UNIFORMS & MATS	14.11
			UNIFORMS & MATS	254.03
			UNIFORMS & MATS	14.11
			UNIFORMS & RUGS	254.03
			UNIFORMS & RUGS	14.11
		PARKWAY PLAZA TIRE	2 TIRES 8 PLY FOR COMPRESS	201.00
			TIRE REPAIR - TRAILER T-10	25.00
			O RING AND INTAKE MANIFOLD	775.49
		SCOTTS CONCRETE	CONCRETE - ARLENE DR	1,735.25
			CONCRETE - MULTIPLE USES	1,891.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MEYER ELECTRIC CO INC	STREET LIGHT CALL OUT	683.35
			RESET CAMERAS - NICHOLS RD	693.78
		MILLER AUTO SUPPLY	FUEL FILTER - JOHN DEERE T	120.00
		DELTA GASES INC	ACETYLENE AND LIGHTER	76.95
			OXYGEN FOR WELDER	7.73
		AMAZON CAPITAL SERVICES INC	AIR FILTER	63.25
			LABELS FOR NATURAL GAS LIN	13.64
			GLOVES AND SAFETY GEAR	248.28
			TRIMMER HEAD	43.17
		BUS ANDREWS EQUIPMENT SALES AND SERVIC	TAILGATE CONVEYOR SPREADER	11,910.00
		IBERIA TIRE & AUTO INC	TRUCK REPAIR - TRUCK 9313	745.21
			DIPSTICK AND LUBE - PW57	403.60
		ANDERSON ENGINEERING INC	PARKWAY EXT ENGINEERING	1,040.20
		GFI DIGITAL	PW PRNTR MAINT 4/19-5/18	38.84
		NICK'S TRUE VALUE HARDWARE	GRAB HOOK	65.95
			DEMING BIT	25.99
			MARINE CORE FOR TRAILER	123.00
		TRUCK COUNTRY LLC	PINTLE HITCH ADJ FOR TRAIL	185.48
		ARMOR EQUIPMENT	HEADSETS & ACCESSORIES	6,525.33
		WOODLEY BUILDING MAINTENANCE	APR JANITORIAL SERVICE	596.07
		TOTAL TOOL SUPPLY INC	SHIPPING FOR RETURNED TOOL	11.73
		SPRINGFIELD SIGN & GRAPHICS, INC.	OSAGE BEACH WELCOME SIGN	28,887.75
		LOGAN EXCAVATING	OSAGE BEACH RD PROJECT	93,600.11
		PORTERS ACE	MAILBOX FOR PW	49.99
			TOTAL:	191,965.10
Water	Water Fund	MO ONE CALL SYSTEM INC	LOCATES	66.60
		SCHULTE SUPPLY INC	ANTENA MOUNTS FOR MRX920	1,006.00
		O'REILLY AUTOMOTIVE STORES INC	EXT BAR	23.99
			ICE SHIELD	19.47
			HEX PLUG	4.20
		POSTMASTER	APR UTILITY BILL POSTAGE	625.00
		DULLE OVERHEAD DOORS INC	PROGRAMMING REMOTES	243.83
		MAGRUDER LIMESTONE CO INC	2" CLN, 4-6" CLEAN SWISS	493.77
			1" CLEAN	370.67
		CINTAS CORPORATION	UNIFORMS & MATS	210.98
			UNIFORMS & MATS	14.12
			UNIFORMS & MATS	210.98
			UNIFORMS & MATS	14.12
			UNIFORMS & RUGS	210.98
			UNIFORMS & RUGS	14.12
		AMAZON CAPITAL SERVICES INC	REFUND OF TV	298.99-
			LABELS FOR NATURAL GAS LIN	13.64
		GFI DIGITAL	UB PRNTR MAINT 3/11-4/10	12.47
			PW PRNTR MAINT 4/19-5/18	38.85
		NICK'S TRUE VALUE HARDWARE	TOILET BOLTS	20.46
			FLANGE FOR SHOP BATHROOM	7.49
		ARMOR EQUIPMENT	HEADSETS & ACCESSORIES	6,525.34
		WOODLEY BUILDING MAINTENANCE	APR JANITORIAL SERVICE	596.07
			TOTAL:	10,444.16
Sewer	Sewer Fund	AMOS SEPTIC SERVICE INC	PUMPOUTS @ VARIOUS	2,450.00
			PUMPOUTS @ VARIOUS	5,400.00
		MO ONE CALL SYSTEM INC	LOCATES	66.60
		MUNICIPAL EQUIPMENT CO	STAB KIT	1,953.75
		O'REILLY AUTOMOTIVE STORES INC	ACP W GAUGE	59.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CONSOLIDATED ELECTRICAL DISTR, INC	BROKEN ELECTRIC POLE MAGGI	357.34
			MALIBU LIFT STATION	45.91
		POSTMASTER	APR UTILITY BILL POSTAGE	625.00
		BUTLER SUPPLY CO	200A METER	337.76
			PARTS - SUMMIT CIR	45.05
			BROKEN ELECTRIC POLE MAGGI	8.50
		DAM STEEL SUPPLY	PANEL INSTALL	46.00
		DULLE OVERHEAD DOORS INC	PROGRAMMING REMOTES	243.84
		CORE & MAIN LP	CORE & MAIN LP	350.20
		COMFORT CARE	SVC - SANDS BASIN LANE	100.00
		MO DEPT OF NATURAL RESOURCES	CC-C CERT - C DUNCAN	45.00
		CINTAS CORPORATION	UNIFORMS & MATS	300.77
			UNIFORMS & MATS	14.12
			UNIFORMS & MATS	548.45
			UNIFORMS & MATS	14.12
			UNIFORMS & RUGS	298.50
			UNIFORMS & RUGS	14.12
		LO ENVIRONMENTAL LLC	WATER SAMPLE - MARGARITAVI	30.00
		AMAZON CAPITAL SERVICES INC	REFUND OF TV	299.00-
			LABELS FOR NATURAL GAS LIN	13.65
		AESTHETIX ELECTRIC	CONTROL PANEL - ROCKWAY	128,546.00
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT- OSAGE BEACH RD	350.00
		GFI DIGITAL	UB PRNTR MAINT 3/11-4/10	12.48
			PW PRNTR MAINT 4/19-5/18	38.85
		NICK'S TRUE VALUE HARDWARE	BOLTS	33.52
			SAFETY HASP - SANDS	15.78
			HEX NUTS	6.02
			ZIP TIES AND INCAD BULB	24.38
		ARMOR EQUIPMENT	HEADSETS & ACCESSORIES	6,525.33
		WOODLEY BUILDING MAINTENANCE	APR JANITORIAL SERVICE	<u>596.08</u>
			TOTAL:	149,218.11
Ambulance	Ambulance Fund	MO AMBULANCE ASSOC	2025 MO AMB MEMBERSHIP	500.00
		BOUND TREE MEDICAL LLC	GLOVES	274.20
		AMAZON CAPITAL SERVICES INC	2 OFFICE CHAIRS - AMB	573.52
			2 NEW TABLETS	338.30
		DOUGLAS G WILSON DO PC	MAR MEDICAL DIRECTOR SVC	1,000.00
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	187.96
		MALIBU BLUE OUTFITTERS	MISC APPAREL	<u>76.00</u>
			TOTAL:	2,949.98
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	2,014 GAL LCF JET FUEL	8,298.76
		WOODLEY BUILDING MAINTENANCE	APR JANITORIAL SERVICE	<u>851.93</u>
			TOTAL:	9,150.69
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	1,914 GAL GG AV GAS	7,886.71
		HEDRICK MOTIV WERKS LLC	CLUTCH WORK AIRPORT CNV059	1,398.71
		WOODLEY BUILDING MAINTENANCE	APR JANITORIAL SERVICE	<u>434.00</u>
			TOTAL:	9,719.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10		General Fund		23,750.32
20		Transportation		191,965.10
30		Water Fund		10,444.16
35		Sewer Fund		149,218.11
40		Ambulance Fund		2,949.98
45		Lee C. Fine Airport Fund		9,150.69
47		Grand Glaize Airport Fund		9,719.42

GRAND TOTAL:				397,197.78

TOTAL PAGES: 5

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: [Signature]
Sewer Dept: _____
License #: _____

LIQUOR LICENSE APPLICATION

RECEIVED
MAR 28 2025 ✓# 1992
BY: JB pd. 6250

Date of Application: 3/28/2025 Date Application Received: _____

Name of Establishment: Pancake House

Physical Address: 5980 Osage Beach Parkway Osage Beach MO 65065

Mailing Address: 98 Bridgeview Rd Camden MO 65020

Applicant Name: BHUBBMO LLC Melissa Hubbard
(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. <u>X</u>	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor 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 17, 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.
Second Reading

Requested Action:

Second 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, and amendment thereto, copies of which is attached as Exhibit A hereto (collectively the “Amended Petition”), were 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: April 3, 2025

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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
08-1.0-11.0-000.0-001-061.005	\$9,980
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

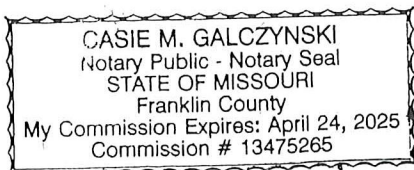
STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) SS.

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

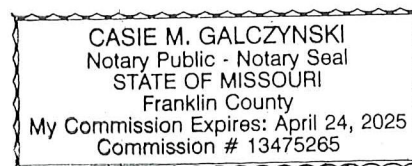


EXHIBIT “A”

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

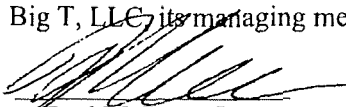
Map: See Exhibit B

[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

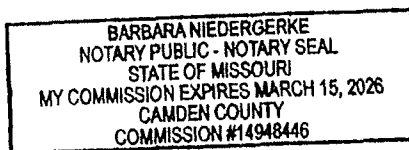
By: 
Name: Fred M. Ross, Jr.
Title: Manager

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

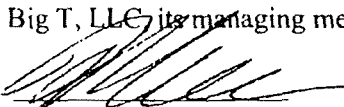
Legal Description: Sec Exhibit A
Map: Sec Exhibit B

[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

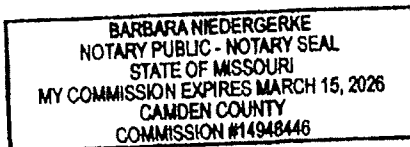
By: 
Name: Fred M. Ross, Jr.
Title: Manager

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]



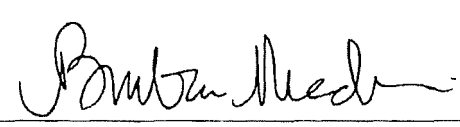

Notary Public
Name: Barbara Niedergeske

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

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

COME NOW the undersigned (the "*Petitioner*") submits to the City of Osage Beach, Missouri:

The undersigned are the owners of record of more than fifty percent (50%) according to: (a) the assessed value of all real property within the hereinafter described community improvement district; and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioner hereby files this Amendment to Petition to Amend the Petition to Establish Lakeport Village Community Improvement District (this "*Amendment*") and reaffirms its Petition to Amend the Petition to Establish Lakeport Village Community Improvement District, which was submitted to the City of Osage Beach, Missouri on March 6, 2025, (the "*Petition*"), as amended hereby, to establish the Lakeport Village Community Improvement District (the "*District*") pursuant to the authority of Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

Section 5.B.b. of the Petition is hereby amended to replace 4% with 5%.

Section 5.B.c. of the Petition is hereby amended to replace 1.5% with 5%.

[Signatures on following pages]

By executing this Amendment, the undersigned represents and warrants that he is authorized to execute this Amendment on behalf of the applicable property owner.

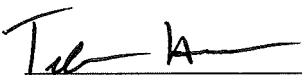
LAKEPORT VILLAGE LLC,
a Missouri limited liability company

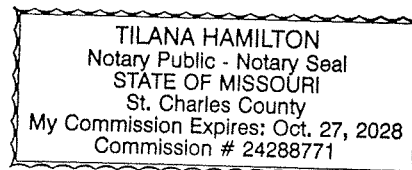
By: 
Name: Jeffrey J. Tegethoff
Title: Authorized Representative

STATE OF Mo)
)
CITY OF STL) SS.

On this 1st day of April, 2025 before me appeared Jeffrey J. Tegethoff, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Lakeport Village LLC, and that said instrument was signed on behalf of said company by authority of its members, and he acknowledged said instrument to be the free act and deed of said company.

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


Notary Public



My Commission Expires: Oct. 27, 2028

[Signatures continue on following page]

By executing this Amendment, the undersigned represents and warrants that he is authorized to execute this Amendment on behalf of the applicable property owner.

OASIS AT LAKEPORT LLC,
a Missouri limited liability company

By: Tegethoff Development, LLC, its
Manager

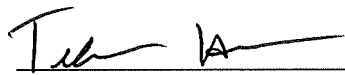
By: 
Name: Jeffrey J. Tegethoff
Title: Manager

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

SS.

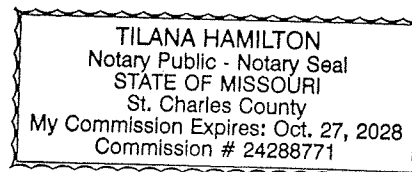
Before me personally appeared Jeffrey J. Tegethoff, to me personally known to be the Manager of Tegethoff Development, LLC, the Manager of Oasis at Lakeport LLC, a Missouri limited liability company, and who executed the foregoing instrument on behalf of said limited liability company.

WITNESS my hand and official seal this 1st day of April, 2025.


Notary Public

My Commission Expires:

Oct. 27, 2028



City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 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 Ozarks Jeep Invasion event in an amount not to exceed \$3,000.00. *First Reading and Second Reading*

Requested Action:

First & Second 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):

Budget Line Item/Title: 10-21-754255

FY2025 Budgeted Amount: \$13,000

FY2025 Expenditures to Date (04/17/2025): (\$ 0.00)

FY2025 Available: \$13,000

FY2025 Requested Amount: \$ 3,000

Department Comments and Recommendation:

At the Board meeting on April 3, 2025, the Board made a motion to reconsider its action on Bill 25-29.

Section 110.380

Motion 7. To Reconsider. The Board of Aldermen may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side. In the event of a tie, those voting "no" shall be considered on the prevailing side.

Motions to reconsider actions taken by the Board of Aldermen may be made at the same regular or special session meeting of the Board of Aldermen where the vote being moved to be reconsidered was taken; or, at the next regular or special session meeting of the Board of Aldermen after the meeting where the vote being moved to be reconsidered was taken. The motion cannot interrupt deliberation on a pending matter but is in order at any time before final adjournment of the meeting. Upon approval, any such motion shall cause the item to be placed on the agenda as Old Business at the next regular meeting of the Board of Aldermen.

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 IN AN AMOUNT NOT TO EXCEED ~~\$5,500.00~~ **\$3,000.00**

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 of increased tourism, sales and publicity for the City and the Lake area and the Board wishes to support this public event which promotes our 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)~~ **Three Thousand Dollars (\$3,000.00)** 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: April 3, 2025

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

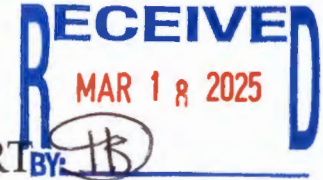


EXHIBIT A TO CITY CODE SECTIONS 110.300

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? ☒ Yes ☐ No If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ☒ 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 17, 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. *Second Reading*

Requested Action:

Second 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: April 3, 2025

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 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Motion to Approve certification of Election results

Requested Action:
Motion to Approve

Ordinance Referenced for Action:
In accordance with RSMo 115.507.1, Election results must be certified to the City, Announcements of Results by verification Board, Contents, When Due - Abstract of Votes to be Official Returns. This act acknowledges these certificates.

Deadline for Action:
Yes - Election results must be certified before elected officials take the oath of office.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Camden County Certification of Election Results; Miller County Certification of Election Results

Camden County Results

Ward I

John Robert "Bob" O'Steen - 34 votes = 100%

Ward II

Justin Hoffman - 58 votes = 56.86%

Kyle Carrara - 24 votes = 23.53%

William Donovan - 20 = 19.61%

Ward III

Richard Ross - 67 = 45.89%

Rebecca Collins - 79 = 54.11%

Miller County Results

Ward I

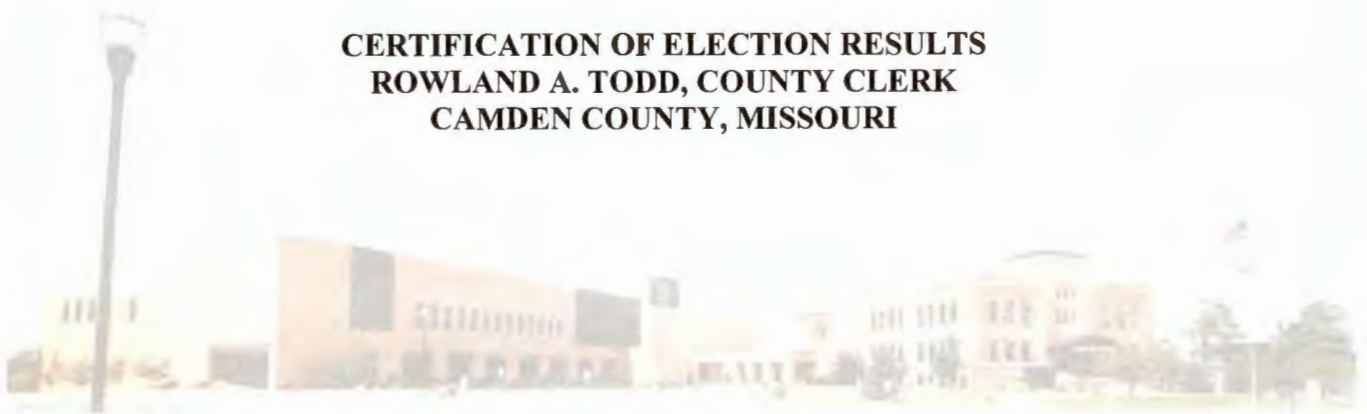
John Robert "Bob" O'Steen - 12 votes = 100%

City Attorney Comments:

Not Applicable

City Administrator Comments:

CERTIFICATION OF ELECTION RESULTS
ROWLAND A. TODD, COUNTY CLERK
CAMDEN COUNTY, MISSOURI



TO: CITY OF OSAGE BEACH

THE FOLLOWING IS AN **OFFICIAL CERTIFICATION** OF THE ELECTION RESULTS OF THE
MUNICIPAL ELECTION HELD IN CAMDEN COUNTY, MISSOURI ON APRIL 8, 2025.

WE HEREBY CERTIFY THAT THE ELECTION RESULTS FOR CAMDEN COUNTY ARE:

OSAGE BEACH ALDERMAN WARD 1			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	34		
JOHN ROBERT "BOB" O'STEEN	34	100.00%	

OSAGE BEACH ALDERMAN WARD 2			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	102		
JUSTIN HOFFMAN	58	58.86%	
KYLE CARRARA	24	23.53%	
WILLIAM DONOVAN	20	19.61%	

OSAGE BEACH ALDERMAN WARD 3			
Number of Precincts	2		
Precincts Reporting	2	100.00%	
Vote For 1			
Total Votes	146		
RICHARD ROSS	67	45.89%	
REBECCA COLLINS	79	54.11%	

I, ROWLAND A. TODD, COUNTY CLERK OF CAMDEN COUNTY, MISSOURI, DO HEREBY CERTIFY
THAT THE FOREGOING IS A FULL AND ACCURATE RETURN OF ALL VOTES CAST FOR OR AGAINST
SAID ISSUES OR CANDIDATES AT SAID ELECTION AS CERTIFIED TO ME BY THE DULY QUALIFIED
AND ACTING JUDGES OF SAID ELECTION.

SENT THIS 11TH DAY OF APRIL, 2025

Rowland A Todd

COUNTY CLERK
CAMDEN COUNTY, MISSOURI





**CERTIFICATION OF ELECTION RESULTS
CLINTON A. JENKINS, COUNTY CLERK
MILLER COUNTY, MISSOURI**

THE FOLLOWING IS AN OFFICIAL CERTIFICATION OF THE ELECTION RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN MILLER COUNTY, MISSOURI. APRIL 8, 2025.

WE HEREBY CERTIFY THAT:

I, CLINTON A. JENKINS, COUNTY CLERK OF MILLER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL AND ACCURATE RETURN OF ALL VOTES CAST BOTH **FOR** AND **AGAINST** ALL PROPOSITIONS AND **FOR** ALL CANDIDATES AT SAID ELECTION AS CERTIFIED TO ME BY THE DULY QUALIFIED AND ACTING JUUDGES OF SAID ELECTION.

OSAGE BEACH ALDERMAN WARD 1

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	12	
JOHN ROBERT "BOB" O'STEEN	12	100.00%
WRITE IN	0	0%

CERTIFIED THIS 11TH DAY OF APRIL 2025

CLINTON A. JENKINS
MILLER COUNTY CLERK

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Oath of Office

Requested Action:
Presentation

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Motion to Elect President of the Board of Aldermen

Requested Action:
Motion to Approve

Ordinance Referenced for Action:
In accordance with Section 110.170 Selection of Acting President - Term.

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
The Board must elect a member of the Board to serve as President of the Board, for a term of one year, following the Municipal Election who will act in the absence of the Mayor as outlined in Section 110.180 of the City Code.

City Attorney Comments:
Not Applicable

City Administrator Comments:
I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025

Originator:

Presenter:

Agenda Item:

Proclamation authorizing the Mayor to proclaim May 4-10, 2025 Municipal Clerks Week.

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:



PROCLAMATION

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

MAY 4-10, 2025

WHEREAS, The Office of the Municipal Clerk, a time honored, and vital part of local government exists throughout the world and;

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and;

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels and;

WHEREAS, The Office of the Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and;

WHEREAS, The Office of the Municipal Clerk serves as the information center on functions of local government and community and;

WHEREAS, The Office of Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county and international professional organizations and;

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk and;

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, Missouri, do recognize the week of May 4 through May 10, 2025, as Municipal Clerks Week and;

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 17th day of April 2025.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:
Public Hearing - TAP99001(529) MO Route 42 Miller County ADA improvement Project

Requested Action:
Public Hearing

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
The TAP99001(529) MO Route 42 Miller County ADA improvement Project needs to have a public hearing on this project to satisfy the environmental clearances for the project since there is State and or Federal funding associated with the project.

City Attorney Comments:

City Administrator Comments:



Engineering Surveys & Services

DELIVERING YOUR VISION™

802 El Dorado Drive
Jefferson City, MO 65101
www.ess-inc.com
573-636-3303

Project: Rt 42 Osage Beach

Description: Sidewalk

Revised Date: 4/7/2024

Prepared By: BKW

Date: 8/23/2023 1. Engineering, stakeout, development, impact, utility, permit, and tap fees are not included.

Project No.: 16023 2. Rock is unknown and not included.

3. A XX% inflation is included for all unit prices to cover increased future prices.

Column1	Column2	Column3	olumr	Column5	Column6
Line Number	Bid Item	Description	Unit	Quantity	Extension
2013000	CLEARING AND GRUBBING		ACRE	1.5	\$12,113.55
2022010	REMOVAL OF IMPROVEMENTS		L.S.	1	\$15,000.00
2072000	LINEAR GRADING CLASS 2		STA.	44	\$40,425.37
3040143	TYPE 1 AGGREGATE FOR BASE (4 IN. THICK)		S.Y.	3093.5	\$50,525.52
6071012A	CHAIN-LINK FENCE (72 IN.) - BLACK POWERCOATED		L.F.	950	\$54,720.00
6071030	WALK GATE (CHAIN-LINK)		EACH	1	\$2,486.18
6081010	CONCRETE CURB RAMP		S.Y.	35.9	\$7,804.03
6081012	TRUNCATED DOMES		S.F.	71.2	\$2,815.19
6084023	SIDEWALK HAND-RAILING W/O BALLASTS		L.F.	187	\$30,527.97
6085008	PAVED APPROACH, 8 IN.		S.Y.	423.6	\$47,413.55
6086004	CONCRETE SIDEWALK, 4 IN.		S.Y.	2637	\$206,335.76
6089903	MISC. ADA COMPLIANT PREFABRICATED MODULAR ALUMINUM SIDEWALK W/PEDESTRIAN SAFETY FENCE		L.F.	381.2	\$365,493.34
6091011	CONCRETE CURB (OVER 6 IN. HEIGHT) TYPE S		L.F.	84.5	\$3,389.30
6097000	ROCK LINING		C.Y.	10	\$1,034.24
6161005	CONSTRUCTION SIGNS		S.F.	50	\$461.44
6161025	CHANNELIZER (TRIM LINE)		EACH	100	\$2,356.48

6181000	MOBILIZATION	L.S.	1	\$50,000.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$23,723.62
7209903	SMALL BLOCK RETAINING WALL	LF	773	\$39,577.60
7261012	12 IN. PIPE GROUP A	L.F.	3.5	\$279.23
7261018	18 IN. PIPE GROUP A	L.F.	6.5	\$538.72
7320612A	12 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED ENDSECTION	EACH	1	\$806.25
7320618A	18 IN. OR ALLOWED SUBSTITUTESECTIONGROUP A FLARED END	EACH	1	\$1,177.27
8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	4	\$13,304.73
8061006	ALTERNATE DITCH CHECK	L.F.	200	\$2,065.92
8061007A	CURB INLET CHECK	EACH	4	\$432.38
8061016	SEDIMENT REMOVAL	C.Y.	20	\$615.94
8061019	SILT FENCE	L.F.	2200	\$7,631.36
9019902	MISC. SOLAR LIGHTING COMPLETE - POST, LUMINAR, BASE	EACH	10	\$108,800.00
9031274	CONCRETE POST ANCHOR FOR 2 IN.	EACH	1	\$410.71

Total: \$1,092,265.65

Sub Total: \$1,092,265.65

17	GENERAL CONDITIONS		%	
17.01	SWPPP Testing		1.50%	\$16,383.98
17.2	UTILITY ADJUSTMENT			\$3,000.00

SUBTOTAL: \$19,383.98

GRAND TOTAL: \$1,111,649.63

\$1,111,649.63

10% Contingency

\$111,164.96

\$1,222,814.59

C:\USERS\LESS-00261\ENGINEERING\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH-ADA SIDEWALK IMPROVEMENT\16023 SITE PLAN.DWG 4/16/2025

PRELIMINARY PLANS FOR HIGHWAY 42 ADA SIDEWALK IMPROVEMENT

OSAGE BEACH, MILLER COUNTY, MISSOURI

SECTION 5, T39N, R15W

TAP - 9901(529)

APRIL 8, 2025

LEGEND	
	PROPERTY LINE
	ELECTRIC LINE
	FORCE MAIN SANITARY SEWER LINE
	TELECOMMUNICATIONS LINE
	FIBER OPTIC LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELECOMMUNICATIONS LINE
	UNDERGROUND FIBER OPTIC LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	GAS LINE
	WATER LINE
	FENCE
	TREE & BRUSH LINE
	DRAINAGE SWALE
	EXISTING CONTOUR
	ANCHOR
	IRON
	R/W MARKER
	CONTROL POINT
	CORRUGATED METAL PIPE
	CORRUGATED PLASTIC PIPE
	ELECTRIC METER
	ELECTRICAL PULLBOX
	FLARED END SECTION
	FIRE HYDRANT
	FLOW LINE
	FIBER OPTIC MARKER
	FLAGPOLE
	FIBER OPTIC PULLBOX
	IRRIGATION PULLBOX
	IRRIGATION WATER VALVE
	LIGHT STANDARD
	MAILBOX
	RAMP
	REINFORCED CONCRETE PIPE
	FORCE MAIN SANITARY SEWER VALVE
	TRAFFIC SIGNAL POLE
	TRAFFIC SIGNAL PULLBOX
	TELECOMMUNICATIONS
	TELECOM MARKER
	TELECOMMUNICATIONS PEDESTAL
	TELECOM PULLBOX
	TOP OF WALL
	UTILITY POLE
	WATER METER
	WATER VALVE
	FINISH CONTOUR
	CLEARING/GRADING LIMITS
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED RIGHT-OF-WAY
	PROPOSED FENCE
	TOP OF WALL ELEVATION
	FINISH GRADE ELEVATION
	STANDARD DUTY CONCRETE
	PREFABRICATED METAL SIDEWALK
	CONCRETE SIDEWALK
	LANDING
	RAMP
	TRANSITION

HIGH PROFILE FACILITIES LOCATE NOTES

DAMAGE PREVENTION

THIS LOCATE REQUEST COULD BE NEAR AN AT&T FACILITY PROVIDING SWITCHING, ROUTING AND TRANSMISSION SERVICES TO THE SURROUNDING AREA

EXCAVATOR MUST WAIT FOR ALL LOCATES TO BE COMPLETED BEFORE DIGGING

BEFORE DIGGING IN THE AREA, TAKE CARE TO OBSERVE SITE MARKINGS SUCH AS ORANGE PAINT AND FLAGS LABELED ATT/D

**NOTE: IF THE AREA HAS NO AT&T FACILITIES IN CONFLICT, THE AREA WILL BE MARKED WITH ORANGE PAINT SHOWING ATT/D CLR

DAMAGING THESE FACILITIES COULD INTERRUPT THOUSANDS OF SERVICES

HAND DIGGING IS MANDATORY WITHIN THE 24 INCH STATUTORY TOLERANCE ZONE

A CABLE DEPTH WILL NOT BE PROVIDED BY THE UTILITY COMPANY OR LOCATOR. AN EXCAVATOR IS REQUIRED TO POT-HOLE IN ORDER TO DETERMINE FACILITY DEPTH.

ONE CALL CENTER:
ANY QUESTIONS REGARDING INFORMATION ON A LOCATE REQUEST OR QUESTIONS REGARDING THE UTILITY COMPANIES NOTIFIED ON A REQUEST SHOULD BE DIRECTED TO:
IN MISSOURI OR KANSAS, DIAL 811

AT&T DISTRIBUTION DAMAGE PREVENTION: IF ASSISTANCE IS NEEDED DURING AN EXCAVATION INVOLVING AT&T FACILITIES PLEASE CONTACT:

MISSOURI
ROBERT RIPPEE-314-208-9076

AT&T DISTRIBUTION LOCATE VENDOR: IF ASSISTANCE IS NEEDED WITH INTERPRETATION OF MARKINGS OR LOCATE ISSUES NOTIFY THE LOCATE COMPANY:
IN MISSOURI-1-800-778-9140

REPORT ALL AT&T DISTRIBUTION FACILITY DAMAGES TO:
800-286-8313 PROMPTS # 1, THEN PROMPT # 5 IN MISSOURI, REPORT DAMAGES TO MISSOURI ONE CALL AT, 811

BENCH MARK

BM - MISSOURI DEPARTMENT OF TRANSPORTATION VRS NETWORK.

TBM 1 - CHISELED PLUS ON THE NORTHEAST BOLT OF FIRE HYDRANT LOCATED 110 FEET NORTHWEST OF THE NORTHWEST CORNER OF BLOCK WALL AROUND BEAR CREEK VALLEY GOLF COURSE SIGN AND 10 FEET EAST OF STATE HIGHWAY 42. ELEVATION = 892.41

TBM 2 - CHISELED PLUS ON THE NORTHEAST BOLT OF FIRE HYDRANT LOCATED 140 FEET SOUTH OF DUNCAN LANE AND 10 FEET NORTHEAST OF STATE HIGHWAY 42. ELEVATION = 900.09

TBM 3 - 60D NAIL IN THE NORTHEAST SIDE OF UTILITY POLE LOCATED 160 FEET SOUTHEAST OF THE ENTRANCE TO PEANICK PARK AND 5 FEET NORTHEAST OF STATE HIGHWAY 42. ELEVATION = 904.57

TBM 4 - CHISELED PLUS ON THE NORTHEAST BOLT OF FIRE HYDRANT LOCATED 60 FEET NORTHWEST OF THE NORTHWEST CORNER OF VAGABOND LANE AND 16 FEET NORTHEAST OF STATE HIGHWAY 42. ELEVATION = 906.71

TBM 5 - CHISELED SQUARE ON THE NORTH SIDE OF TRAFFIC SIGNAL POLE LOCATED IN CENTER OF CONCRETE ISLAND AT THE NORTHEAST CORNER OF STATE HIGHWAY 42 AND SCHOOL OF THE OSAGE INTERSECTION. ELEVATION = 910.92

SURVEY CONTROL POINTS

MODIFIED STATE PLANE COORDINATES
NAD 83, MISSOURI CENTRAL ZONE, NAD83, U.S. SURVEY FEET

POINT #	NORTH	EAST	ELEVATION	DESCRIPTION
CP5	844333.66	1611308.60	898.38	IRON
CP6	845128.07	1610964.13	892.60	IRON
CP7	843631.82	1611733.09	898.98	IRON
CP8	843148.07	1612158.48	903.74	IRON
CP9	842714.88	1612790.84	896.14	IRON
CP12	842450.39	1613329.52	906.01	IRON
CP13	842059.40	1613799.51	907.44	IRON
CP16	842913.22	1612550.50	894.09	IRON
CP18	844501.22	1611311.68	886.50	IRON

PROJECT STATIONING

START STATION - STA. 12+00.07
END STATION - STA. 55+02.07

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN BY FLOOD INSURANCE RATE MAP NUMBER 29195C0240C, DATED 1/16/2013.

UTILITY NOTES

THE LOCATIONS, SIZES, AND MATERIAL TYPES OF UNDERGROUND UTILITIES INDICATED ON THE PLAT NOT VISIBLE OR APPARENT FROM THE SURFACE, ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FROM A MISSOURI ONE CALL SYSTEM LOCATE, OR UTILITY COMPANY RECORDS AND WERE NOT VERIFIED IN THE FIELD. UNDERGROUND UTILITY SERVICES TO BUILDINGS WERE NOT LOCATED.

WATER

CITY OF OSAGE BEACH
5757 CHAPEL DRIVE
OSAGE BEACH, MISSOURI 65065
573-302-2020

ELECTRIC

AMEREN MISSOURI ELECTRIC
984 UNION ELECTRIC ROAD
LAKE OZARK, MISSOURI 65049
573-365-9226

GAS

SUMMIT NATURAL GAS OF MISSOURI
272 KEYSTONE INDUSTRIAL PARK DRIVE
CAMDENTON, MISSOURI 65020
1-800-927-0787

TELECOMMUNICATIONS

AT&T DISTRIBUTION
33 FITZGERALD STREET
CAMDENTON, MISSOURI 65020
573-392-9829

CHARTER COMMUNICATIONS
5151 OSAGE BEACH PARKWAY
OSAGE BEACH, MISSOURI 65065
573-216-3198

SANITARY SEWER

CITY OF OSAGE BEACH
5757 CHAPEL DRIVE
OSAGE BEACH, MISSOURI 65065
573-302-2020

STORM SEWER

CITY OF OSAGE BEACH
5757 CHAPEL DRIVE
OSAGE BEACH, MISSOURI 65065
573-302-2020



Call BEFORE you DIG
TOLL FREE
1-800-DIG-RITE
MISSOURI ONE-CALL SYSTEM, INC.

EASEMENTS (UNPLOTTABLE/UNDEFINED)

OWNER: PREWITTS' 54 ENTERPRISES, L.L.C. (DEED IN BOOK 420 PAGE 666)

1. BLANKET TELECOMMUNICATIONS EASEMENT RECORDED IN BOOK 106 PAGE 657
2. BLANKET ELECTRIC LINE EASEMENTS RECORDED IN BOOK 2003 PAGE 7364 (OVER LINES AS INSTALLED)

OWNER: TEMPLETON COMMERCIAL PROPERTIES LLC. (DEED IN BOOK 2019 PAGE 5312)

1. 20' ELECTRIC LINE EASEMENT RECORDED IN BOOK 85 PAGE 223 (OVER LINE AS INSTALLED)
2. BLANKET TELECOMMUNICATIONS EASEMENT RECORDED IN BOOK 106 PAGE 657

OWNER: SHIRREL DUNCAN (DEED IN BOOK 327 PAGE 417)

1. 20' ELECTRIC LINE EASEMENT RECORDED IN BOOK 85 PAGE 223 (OVER LINE AS INSTALLED)
2. BLANKET TELECOMMUNICATIONS EASEMENT RECORDED IN BOOK 106 PAGE 657
3. ELECTRIC LINE EASEMENT RECORDED IN BOOK 233 PAGE 679 (OVER LINE AS INSTALLED)
4. ELECTRIC LINE EASEMENT RECORDED IN BOOK 272 PAGE 723 (OVER LINE AS INSTALLED)

OWNER: STATE OF MISSOURI (DEED IN BOOK 72 PAGE 312)

1. 10' UTILITY EASEMENT RECORDED IN BOOK 163 PAGE 759

OWNER: SCHOOL OF THE OSAGE RI DISTRICT (DEED IN BOOK 159 PAGE 495)

1. 10' SEWER EASEMENT & 35'x75' LIFT STATION EASEMENT RECORDED IN BOOK 2002 PAGE 6708 (OVER LINES AS INSTALLED)

SHEET INDEX

C0.01	COVER
C0.02	GENERAL NOTES
C0.03	TYPICAL SECTIONS
C1.01-C1.06	PLAN
C2.01-C2.05	SIDEWALK PROFILE
C3.01-C3.06	RIGHT-OF-WAY PLAN
C4.01	TRAFFIC CONTROL
C5.01	DETAILS
RW1.01	RETAINING WALL PLAN

HIGHWAY 42 ADA SIDEWALK IMPROVEMENT

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date

APRIL 8, 2025

Revised

Design: BW Drawn: MJS

COVER

Sheet

C0.01

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-00261\ENGINEERING\SURVEYS & SERVICES\PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\16023 SITE PLAN.DWG 4/6/2025

SEQUENCE OF EVENTS

1. PRIOR TO CONSTRUCTION, COORDINATE AND HAVE A PRE-CONSTRUCTION MEETING REGARDING SWPPP TRAINING WITH ANYONE INVOLVED IN LAND DISTURBANCE ACTIVITIES FOR THE PROJECT.
2. CONTRACTOR SHALL DETERMINE ALL UTILITY FIELD LOCATES AS NECESSARY.
3. INSTALL ALL INITIAL PERIMETER EROSION AND SEDIMENT CONTROL PER PLAN.
4. STRIP TOPSOIL AND STOCKPILE. IMMEDIATELY PLACE SEDIMENT CONTROL AROUND STOCKPILE.
5. UTILIZE ALL EXISTING PAVEMENT AS LONG AS PRACTICAL TO MINIMIZE DISTURBED GROUND EXPOSED TO EROSION.
6. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEEDED, MULCHED, AND WATERED, EXCEPT AS PRECLUDED BY SNOW COVER. IN THE EVENT OF SNOW COVER, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL THEREAFTER. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL CEASE FOR 12 MONTHS OR MORE SHALL BE PERMANENTLY SEEDED AND MULCHED.
7. FINALIZE PAVEMENT SUBGRADE PREPERATION IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
8. INSTALL BASE MATERIAL AS REQUIRED FOR PAVED AREAS.
9. COMMENCE PAVEMENT CONSTRUCTION, REMOVE INLET PROTECTION AROUND INLETS NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE. INSTALL PAVEMENT AND SIDEWALKS. REMOVE CONSTRUCTION ENTRANCE ONLY PRIOR TO PAVEMENT CONSTRUCTION IN THAT AREA (PAVE THIS AREA LAST).
10. COMPLETE ALL FINAL GRADING, TOPSOIL PLACEMENT, AND SEEDING IN ALL DISTURBED AREAS. EXCESS TOPSOIL SHALL BE WASTED ONSITE AS DIRECTED BY OWNER.
11. REMOVE ALL SEDIMENT, TRASH AND DEBRIS FORM SEWERS, AND STRUCTURES UPON SUBSTANTIAL COMPLETION. USE A VAC TRUCK TO CLEANOUT ALLSTORM STRUCTURES ONSITE. REMOVED SEDIMENT SHALL BE HAULED OFFSITE.
12. INSTALL SITE LANDSCAPING PER OWNER.
13. REMOVE ALL SEDIMENT AND REGRADE DETENTION BASIN TO MATCH PLAN GRADES. REESEED PER SPECIFICAITON.
14. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES WHEN DISTURBED AREAS ARE STABILIZED.

CONSTRUCTION NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. CONSTRUCTION SHALL COMPLY WITH MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND MISSOURI STANDARD PLANS IN EFFECT AS OF THE TIME OF LETTING.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL IDENTIFIED PROPERTY CORNERS, LAND SURVEY CORNERS, AND ACCESSORIES. THE CONTRACTOR SHALL CAUSE THE CORNERS AND ACCESSORIES TO BE REFERENCED BY A LICENSED LAND SURVEYOR, AND ANY SUCH CORNER OR ACCESSORIES DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE RESET BY THE SURVEYOR AT THE ORIGINAL LOCATION, AND FILE THE RESTORATIONS AND MONUMENT DOCUMENTS AS THE LAW REQUIRES.
4. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEERING SURVEYS AND SERVICES FOR REVIEW AND APPROVAL FOR ALL MATERIALS BEFORE ORDERING.
5. ALL DIMENSIONS ARE TO BACK OF CURB, FACE OF SIDEWALK, OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
7. CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS IN WRITING 30 DAYS PRIOR TO CONSTRUCTION.
8. ALL INCIDENTAL ITEMS INCLUDING BUT NOT LIMITED TO SIGNS, PAVEMENT MARKING, PAVEMENT, CURBS, TRUNCATED DOMES, FENCING, LANDSCAPING, IRRIGATION, ETC. EITHER DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RETURNED TO ORIGINAL CONDITIONS BY THE CONTRACTOR.
9. CONTRACT DOCUMENTS FOR THIS PROJECT SHALL INCLUDE THE MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTIONS AND THE MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION.

GRADING AND STORM SEWER CONSTRUCTION NOTES

1. ALL STORM SEWER PIPES AND INLETS SHALL MEET HEAVY DUTY TRAFFIC (HS20) LOADING AND BE INSTALLED ACCORDINGLY.
2. REINFORCED CONCRETE PIPE (RCP) SHALL BE INSTALLED PER THE "EMBEDMENT OF RCP STORM SEWER PIPE" DETAIL. PIPE CLASS SHALL BE APPROPRIATE TO DEPTH AND BEDDING MATERIAL AS SHOWN IN SCHEDULE.
3. ALL RCP PIPE JOINTS SHALL BE SOIL TIGHT PER CURRENT MODOT SPECIFICATIONS SECTION 726.3.1.
4. ALL HDPE PIPE SHALL BE ADS N-12 ST SOIL TIGHT, SMOOTH INTERIOR PIPE OR APPROVED EQUAL. INSTALLATION SHALL FOLLOW THE "EMBEDMENT OF PLASTIC STORM SEWER PIPE" DETAIL.
5. PVC PIPE MAY BE USED IN LIEU OF HDPE FOR DIAMETERS LESS THAN 15". PVC PIPE SHALL BE SDR 35 OR GREATER, AS REQUIRED BY DEPTH OR AS NOTED IN THESE PLANS.
6. CONTRACTOR SHALL ADJUST ALL GRATES, MANHOLES, VALVE BOXES, ETC. TO MATCH FINISH GRADES, AS REQUIRED.
7. ALL STRUCTURE CONNECTIONS SHALL BE WATERTIGHT.
8. ALL CONCRETE STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED CONCRETE INVERT FROM INVERT IN TO INVERT OUT.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE FLUSH WITH FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER". TOP OF BOXES SHALL BE SLOPED TO MATCH PAVEMENT GRADE.
10. PIPE LENGTHS ARE GIVEN FROM CENTER OF STRUCTURE OR DOWNSTREAM END OF FLARED END SECTIONS.
11. ALL FLARED END SECTIONS FOR CONCRETE PIPE SHALL BE REINFORCED PRECAST CONCRETE. ALL FLARED END SECTIONS FOR PLASTIC PIPE SHALL BE GALVANIZED METAL UNLESS OTHERWISE NOTED.
12. ALL SITES USED FOR IMPORTING OR EXPORTING OF FILL MATERIAL SHALL HAVE AN ACTIVE MISSOURI DEPARTMENT OF NATURAL RESOURCES LAND DISTURBANCE PERMIT, AS REQUIRED.
13. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS, TREES AND BRUSH, AND OTHER MATERIAL CREATED AS A RESULT OF CONSTRUCTION. MATERIAL SHALL BE DISPOSED OF IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. BURNING ON SITE SHALL BE ALLOWED BY PERMIT ONLY.
14. CONTRACTOR SHALL REMOVE ALL STUMPS BY EXCAVATING TO INCLUDE REMOVAL OF ASSOCIATED ROOT SYSTEM.
15. CONTRACTOR SHALL NOT ADVANCE TRENCH EXCAVATION BEYOND AMOUNT THAT CAN ACCOMMODATE PIPE INSTALLATION AND BACKFILLING AT THE END OF EACH DAY.
16. ENGINEERED FILL SHOULD BE FREE OF FROZEN SOIL, ORGANICS, RUBBISH, LARGE ROCKS, WOOD, OR OTHER DELETERIOUS MATERIAL. COHESIVE FILLS SHOULD BE UNIFORMLY COMPACTED TO AT LEAST 95 PERCENT OF THE "STANDARD" MAXIMUM DRY DENSITY AND BE WITHIN -2 TO +4 PERCENT OF OPTIMUM MOISTURE CONTENT AS DESCRIBED BY ASTM D698. GRANULAR FILLS SHOULD BE UNIFORMLY COMPACTED TO AT LEAST 95 PERCENT OF THE "STANDARD" MAXIMUM DRY DENSITY. THE MOISTURE CONTENT SHOULD BE HIGH ENOUGH TO PROVIDE FOR PROPER COMPACTION BUT LOW ENOUGH TO PREVENT UNDUE PUMPING. PLACE FILL MATERIAL IN LOOSE LIFTS NOT TO EXCEED 8 INCHES IN THICKNESS.
17. ROCKS AND STONES THAT EXCEED THE THICKNESS OF THE LOOSE LIFT FILL LAYER SHOULD BE REMOVED AND DISPOSED OF OFF THE IMMEDIATE CONSTRUCTION AREA.
18. FILLS PLACED IN AREAS WHERE THE NATURAL SLOPE IS GREATER THAN 5H:1V (HORIZONTAL TO VERTICAL) SHOULD BE BENCHED INTO THE EXISTING GRADE TO REDUCE THE POTENTIAL FOR SLIPPAGE BETWEEN EXISTING SLOPES AND ENGINEERED FILL. BENCHES SHOULD BE LEVEL AND WIDE ENOUGH TO ACCOMMODATE COMPACTION AND EARTH MOVING EQUIPMENT.
19. ALL NEW UTILITY TRENCHES SHOULD BE BACKFILLED IN ACCORDANCE WITH APPROPRIATE CONTROLLED ENGINEERED FILL SPECIFICATIONS.
20. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS FOR ALL LANDSCAPED AND PAVED AREAS.
21. CONTRACTOR SHALL PLACE STOCKPILED TOPSOIL FROM SITE IN ALL LANDSCAPE AREAS TO A MINIMUM DEPTH OF 6", UNLESS NOTED OTHERWISE IN PROJECT SPECIFICATIONS. ANY EXCESS TOPSOIL SHALL BE DISPOSED OF ONSITE PER OWNER.

STORM WATER POLLUTION PREVENTION PLAN NOTES

1. CONTRACTOR SHALL FOLLOW THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES. A COPY OF THIS PLAN, SWPPP, AND ALL PERMITS SHALL REMAIN ON SITE THROUGHOUT CONSTRUCTION.
2. CONTRACTORS ARE REQUIRED TO SUBMIT TO CITY INSPECTION STAFF COPIES OF THEIR INSPECTION REPORTS REQUIRED BY THE SWPPP ON A MONTHLY BASIS.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED AND APPROVAL HAS BEEN RECEIVED FROM ALL GOVERNING AUTHORITIES.
4. IMMEDIATELY UPON COMPLETION OF FINISH GRADING IN EACH AREA, ALL LANDSCAPING AREAS SHALL BE STABILIZED PER PLANS AND/OR SPECIFICATIONS.
5. SHOULD CONSTRUCTION STOP FOR LONGER THAN 14 DAYS, THE SITE SHALL BE SEEDED AS SPECIFIED IN THE SWPPP.
6. SITE INSPECTION SHOULD OCCUR ON A REGULAR SCHEDULE AND WITHIN 24 HOURS OF A STORM EVENT OF 0.25 INCHES OR GREATER. REGULARLY SCHEDULED INSPECTION SHALL BE A MINIMUM OF ONCE EVERY 7 CALENDAR DAYS. ANY DEFICIENCIES SHALL BE NOTED IN A WEEKLY REPORT OF THE INSPECTION AND CORRECTED WITHIN SEVEN CALENDAR DAYS OF THE REPORT.
7. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
8. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
10. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. ALL ROLLED EROSION CONTROL MATS, BIONETS, BLANKETS, ETC. SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. INSTALLATION SHALL RESULT IN A PRODUCT THAT IS TIGHTLY SECURED TO THE GROUND THAT FORCES RUNOFF TO DRAIN OVER, NOT UNDER, THE PRODUCT. GRASS SHALL BE PLANTED PRIOR TO PRODUCT PLACEMENT SO IT WILL GROW THRU THE BLANKET. ALL ASPECTS OF THE PRODUCT SHALL BE FIRMLY SECURED TO THE GROUND SO IT CAN BE MOWED OVER WITHOUT GETTING TANGLED IN THE MOWER.
12. CONTRACTOR SHALL REMOVE ALL TRASH, DEBRIS, TREES & BRUSH AND OTHER MATERIAL CREATED AS A RESULT OF THE CONSTRUCTION WORK AND THE SITE SHALL BE RETURNED TO ITS ORIGINAL CONDITION.
13. ALL PERIMETER LANDSCAPED AREAS SHALL BE GRASS COVERED.
14. IN ORDER TO TERMINATE A MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) STATE OPERATING PERMIT, THE CONTRACTOR SHALL SUBMIT A REQUEST FOR TERMINATION OF OPERATING PERMIT FORM TO MDNR. A PERMIT IS ELIGIBLE FOR TERMINATION WHEN EITHER PERENNIAL VEGETATION, PAVEMENT, BUILDINGS, OR STRUCTURES USING PERMANENT MATERIALS COVER ALL AREAS THAT HAVE BEEN DISTURBED. VEGETATIVE COVER SHOULD BE AT LEAST 70% OF FULLY ESTABLISHED PLANT DENSITY OVER 100% OF THE DISTURBED AREA. A COPY OF THE REQUEST FOR TERMINATION OF OPERATING PERMIT FORM SHALL BE SUBMITTED TO THE CITY OF COLUMBIA AT WHICH TIME THE CITY WILL REMOVE THE PROJECT FROM ITS INSPECTION SCHEDULE.
15. THE SITE CONTRACTOR SHALL INCLUDE MAINTENANCE OF ALL BMP'S AS PART OF THEIR CONTRACT AND SHALL BE RESPONSIBLE FOR THE PROJECT UNTIL THE NPDES PERMIT IS TERMINATED.

HAZARDOUS SUBSTANCE NOTE

1. SUBSTANCES REGULATED BY FEDERAL LAW UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OR THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA) WHICH ARE TRANSPORTED, STORED OR USED FOR MAINTENANCE, CLEANING OR REPAIRS SHALL BE MANAGED ACCORDING TO THE PROVISIONS OF RCRA AND CERCLA.
2. ALL PAINTS, SOLVENTS, PETROLEUM PRODUCTS AND PETROLEUM WASTE PRODUCTS (EXCEPT FUELS) AND STORAGE CONTAINERS (SUCH AS DRUMS, CANS OR CARTONS) SHALL BE STORED SUCH THAT THESE MATERIALS ARE NOT EXPOSED TO STORM WATER. SUFFICIENT PRACTICES OF SPILL PREVENTION, CONTROL AND/OR MANAGEMENT SHALL BE PROVIDED TO PREVENT ANY SPILLS OF THESE POLLUTANTS FROM ENTERING A WATER OF THE STATE. ANY CONTAINMENT SYSTEM USED TO IMPLEMENT THIS REQUIREMENT SHALL BE CONSTRUCTED OF MATERIALS COMPATIBLE WITH THE SUBSTANCES CONTAINED AND SHALL ALSO PREVENT THE CONTAMINATION OF GROUNDWATER.
3. THE APPLICANT SHALL NOTIFY BY TELEPHONE AND IN WRITING THE DEPARTMENT OF NATURAL RESOURCES, WATER POLLUTION CONTROL PROGRAM, POST OFFICE BOX 176, JEFFERSON CITY, MO 65102, 1-800-361-4827, OF ANY OIL SPILLS OR IF HAZARDOUS SUBSTANCES ARE FOUND DURING THE PROSECUTION OF WORK UNDER THIS PERMIT.

RETAINING WALL NOTES

1. ALL RETAINING WALLS SHALL BE SEGMENTAL BLOCK DESIGNED BY OTHERS. DESIGN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL REQUIRED WALL PLAN APPROVALS/PERMITS FROM GOVERNING AUTHORITIES SHALL BE OBTAINED BY THE CONTRACTOR.
3. WALL PLANS SHALL BE APPROVED BY THE OWNER/ARCHITECT PRIOR TO SUBMITTING TO ANY REGULATING AUTHORITIES OR STARTING WALL CONSTRUCTION.
4. WALLS LESS THAN 4 FEET IN HEIGHT (MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL) DO NOT REQUIRE PLAN AND CALCULATION APPROVAL.
5. WALLS MORE THAN 4 FEET IN HEIGHT REQUIRE DETAILED PLAN AND CALCULATION APPROVAL BY THE ENGINEER.
6. PRIOR TO STARTING WALL CONSTRUCTION, CONTRACTOR SHALL ARRANGE FOR WALL CONSTRUCTION INSPECTION AS REQUIRED IN THE NOTE BELOW.



Engineering Surveys
& Services

DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65501
660-626-6616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

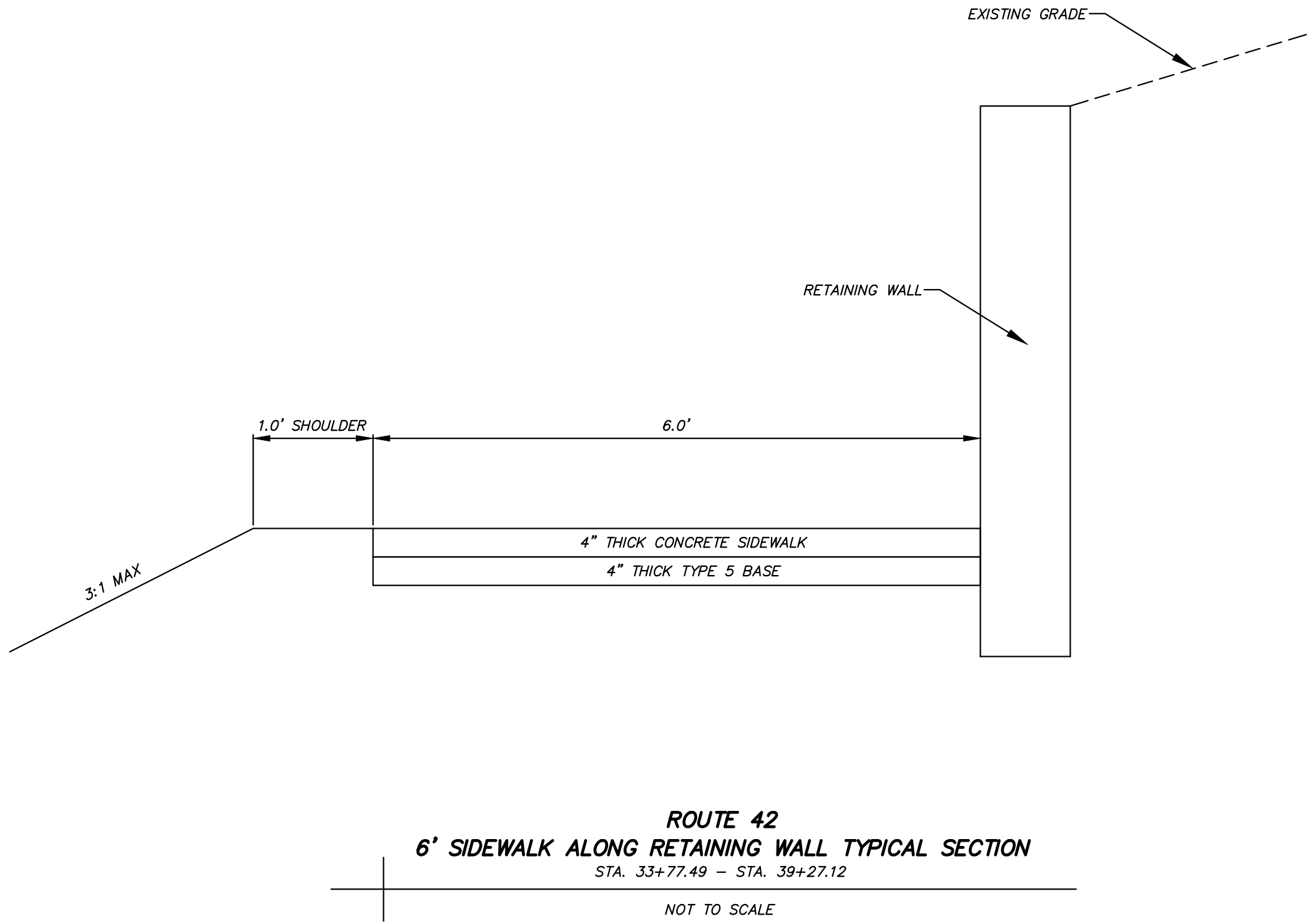
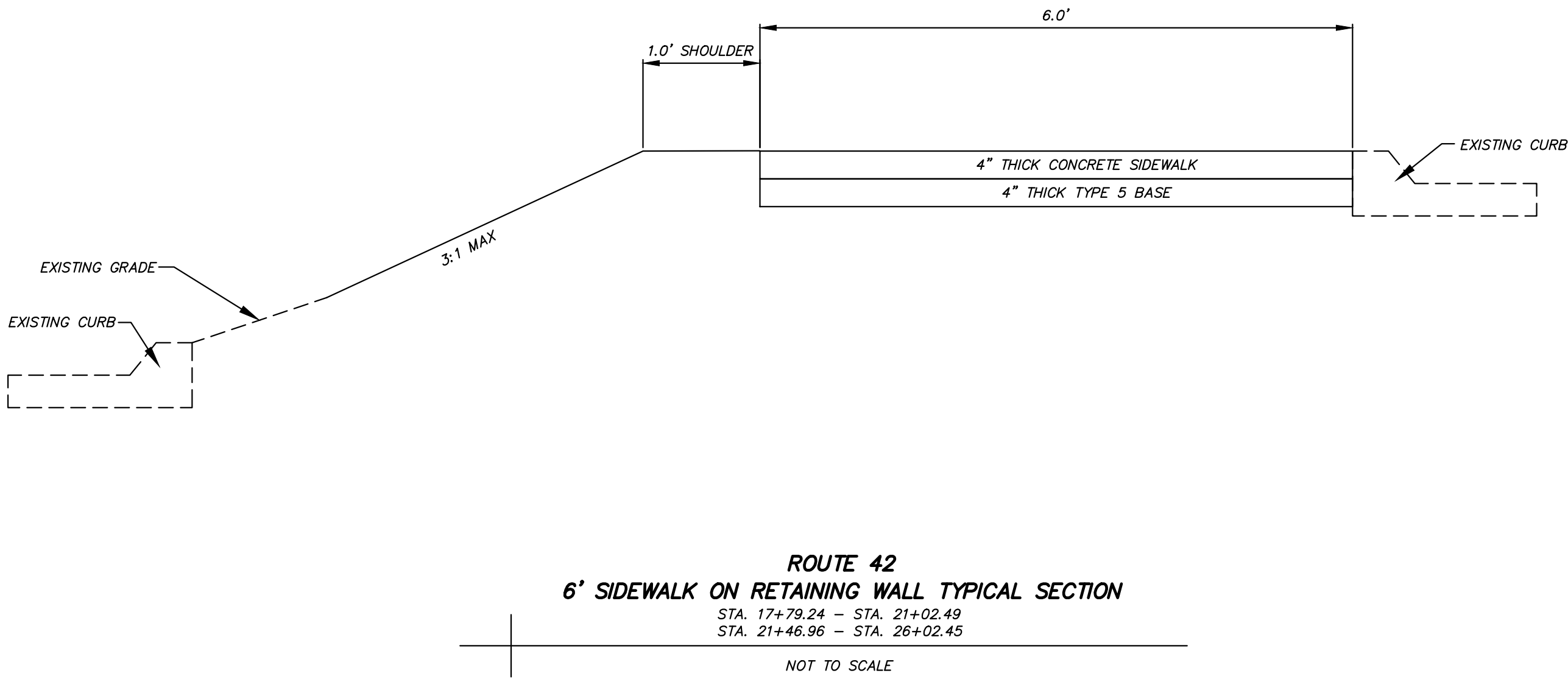
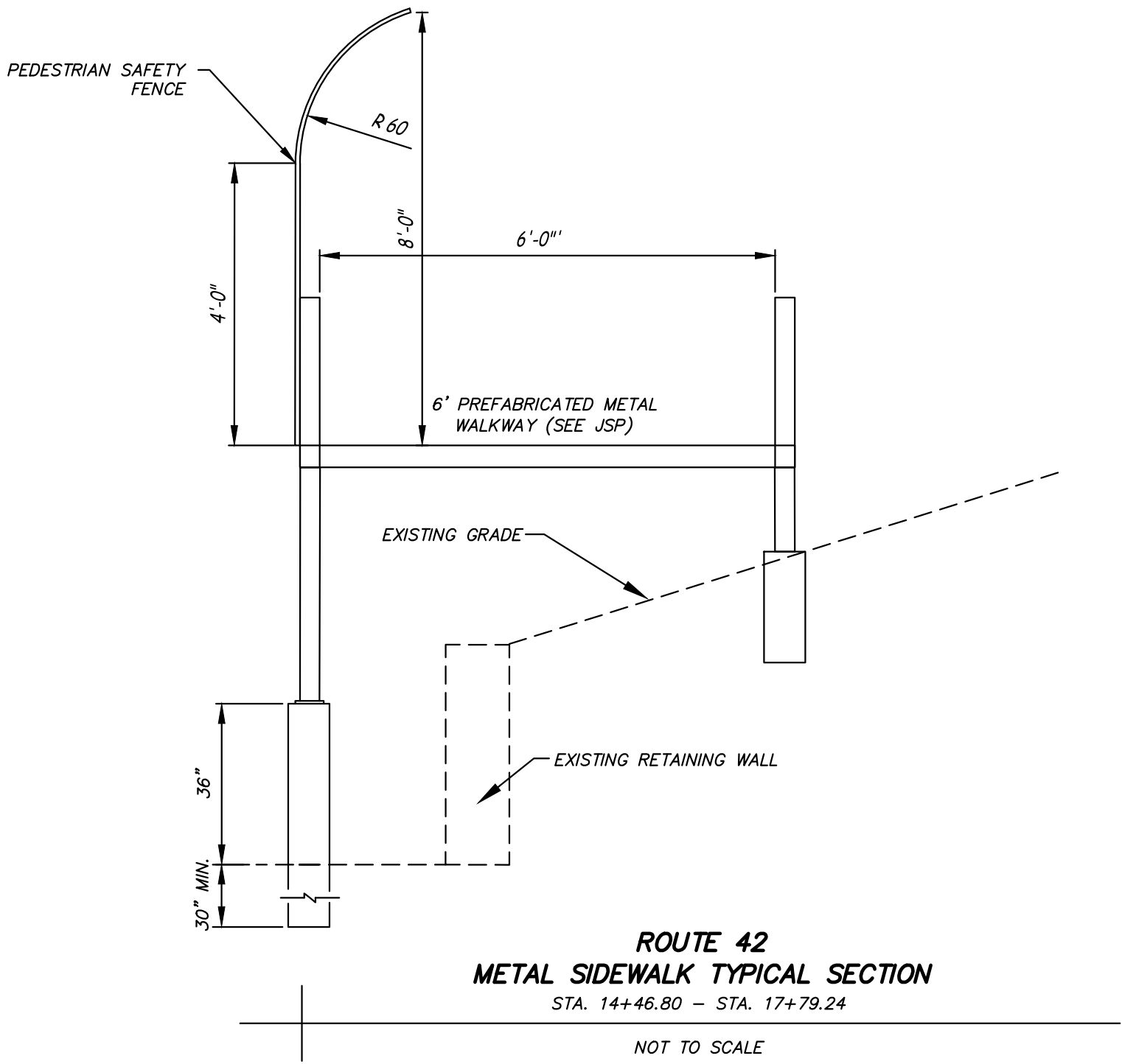
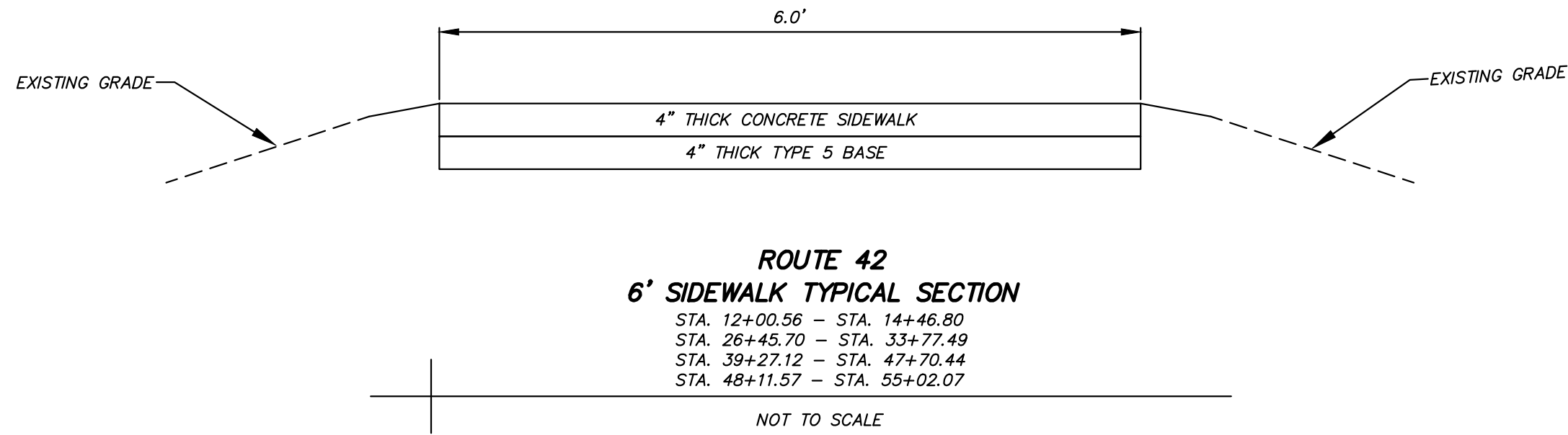
GENERAL NOTES

Sheet
C0.02

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH\ROUTE 42\ENGINEERING\CAD\16023 SITE PLANNING - 4/8/2025



**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

TYPICAL SECTIONS

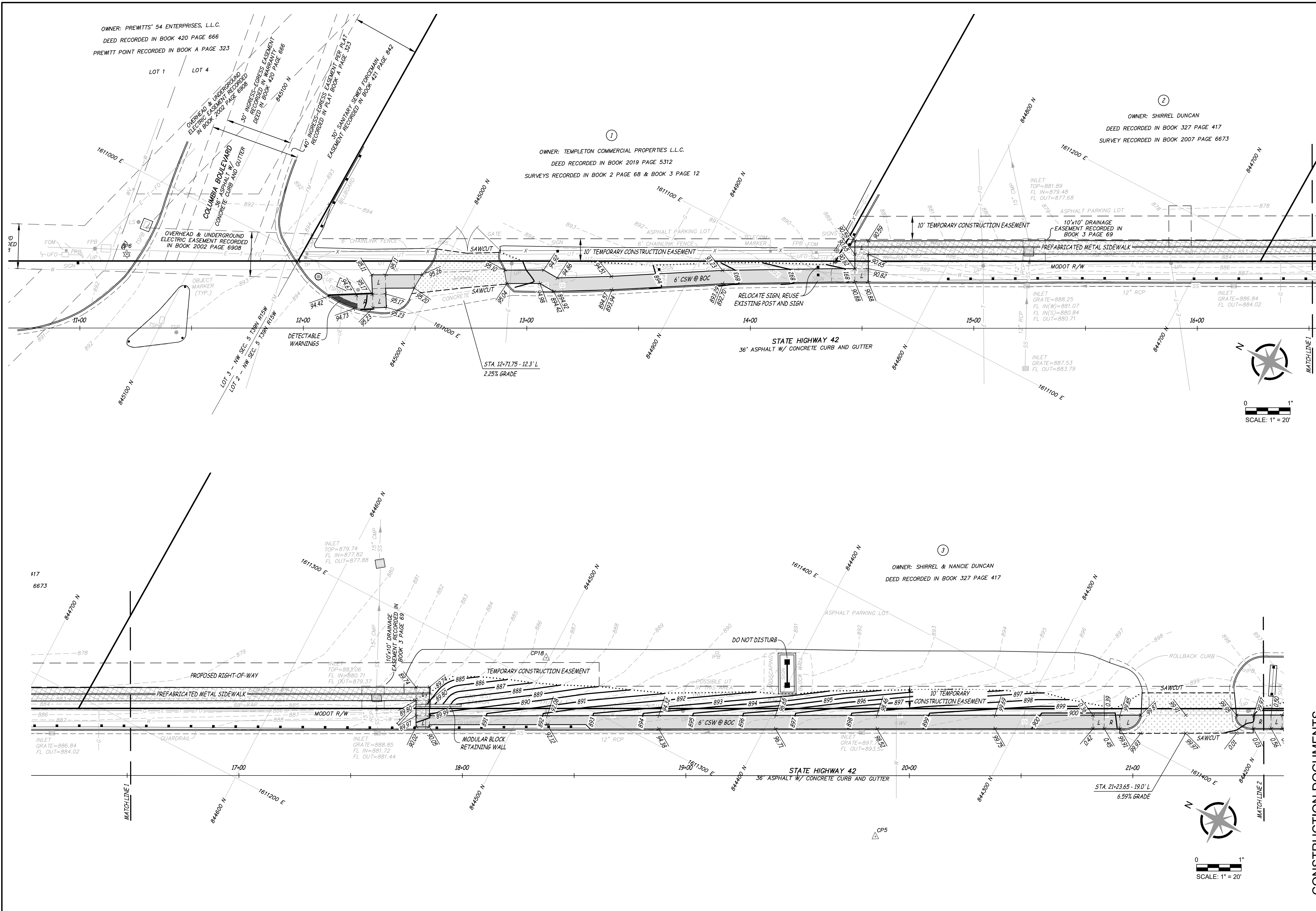
Sheet

C0.03

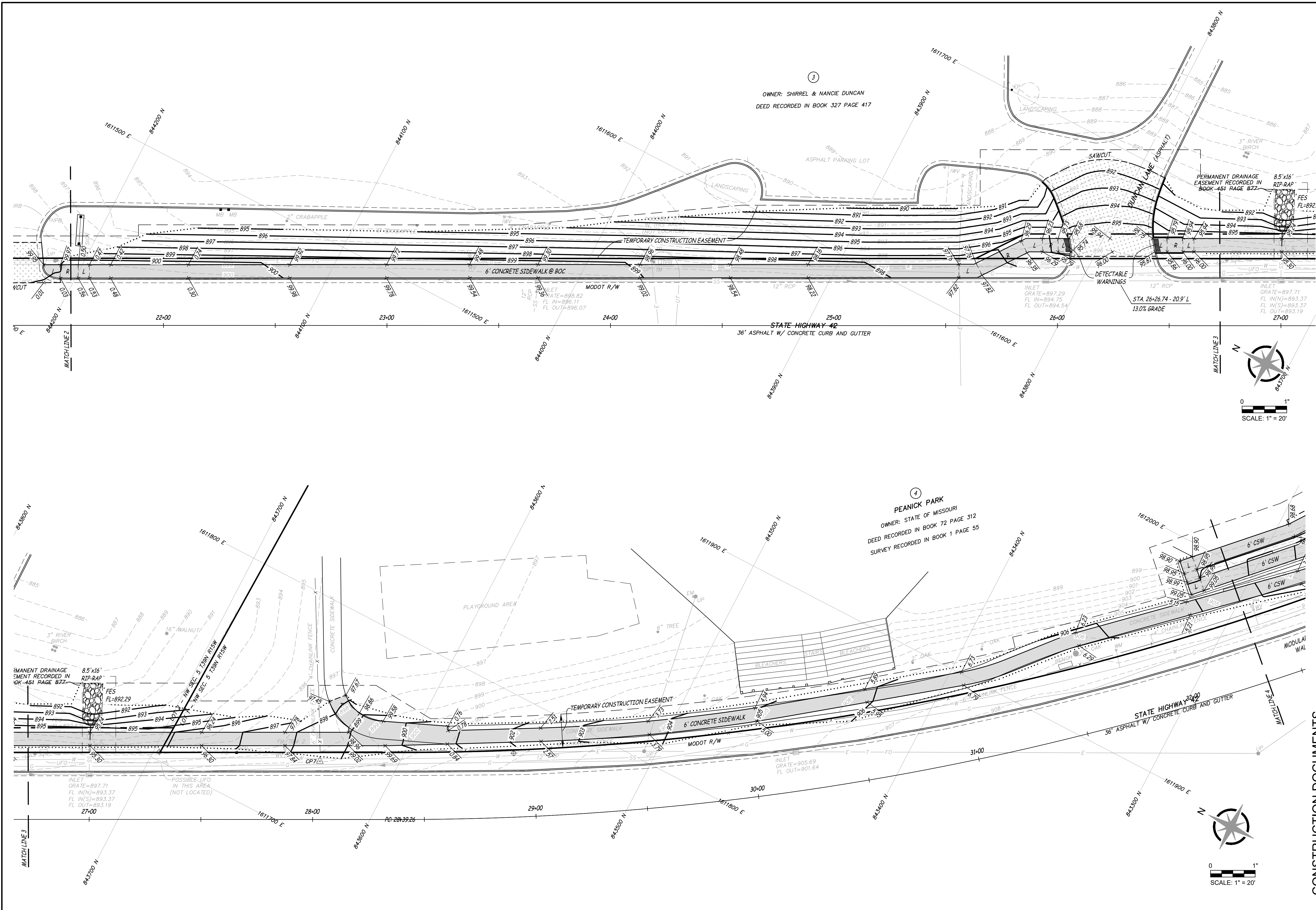
ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH\STATE-42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/16/2025



C:\USERS\LESS-0026\ENGINEERING\PROJECTS\GENERAL PROJECTS\OSAGE BEACH\RTA42-ENGINEERING\CADD\16023 SITE PLAN.DWG 4/16/2025





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-526-8616

www.es-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

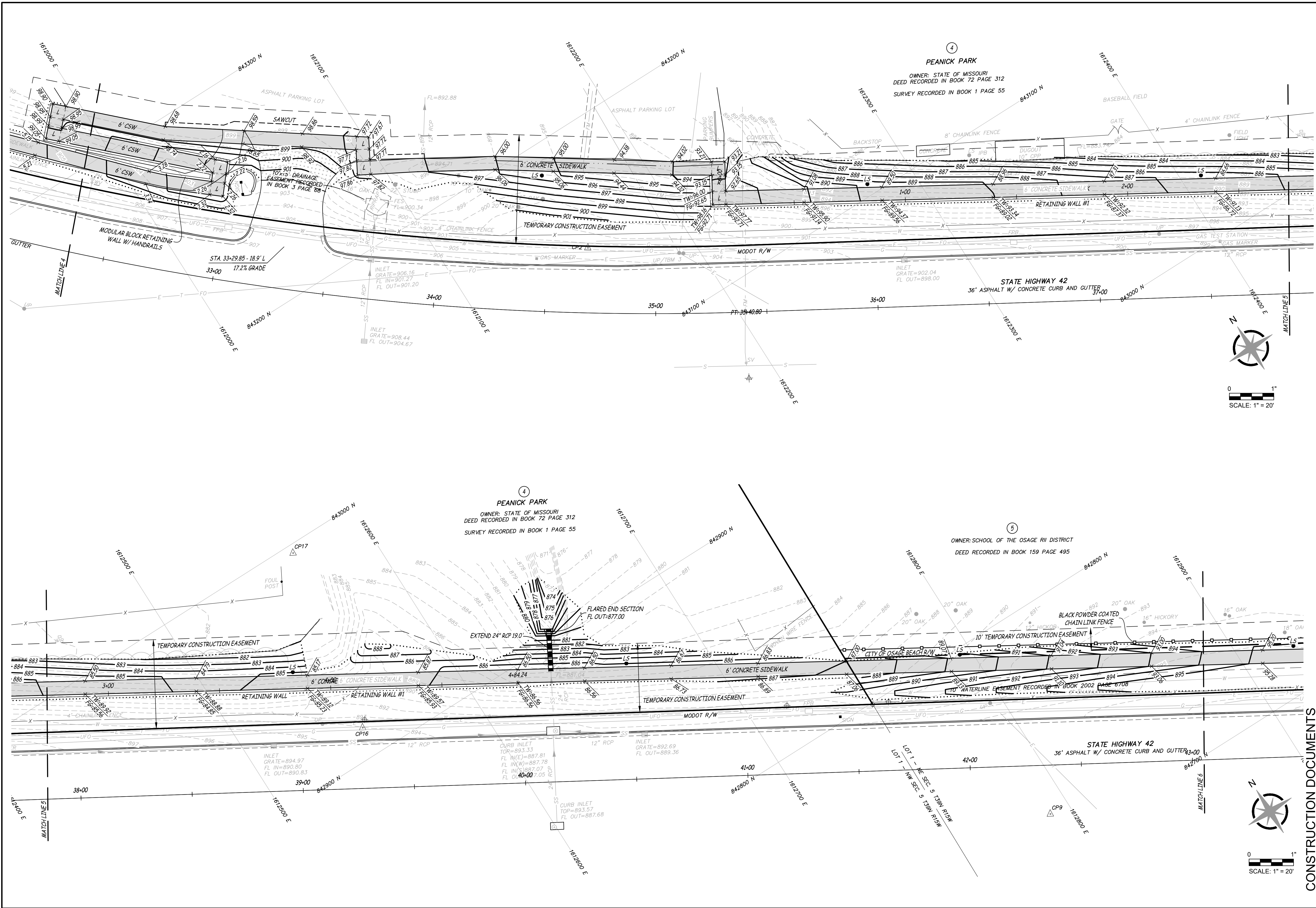
PLAN

Sheet
C1.02

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\ESS-0026\ENGINEERING\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH\16142-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/16/2025



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65501
660-626-6616

www.ess-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

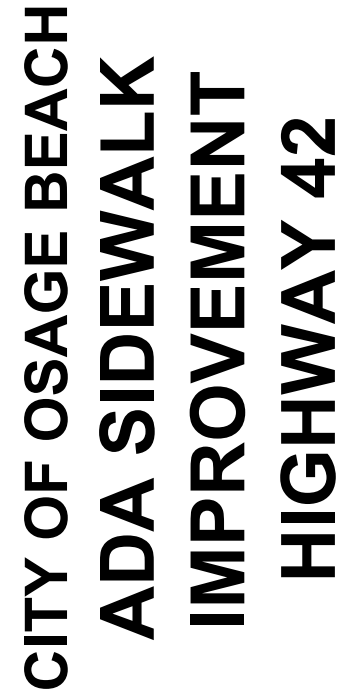
Revised

Design: BW Drawn: MJS

PLAN

Sheet
C1.03

ES&S PROJECT NO. 16023



CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THE
MEDIA SHOULD NOT BE CONSIDERED
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

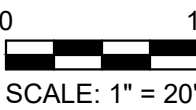
Design: BW Drawn: M

PLAN

Sheet

01.04

ES&S PROJECT NO. 1602



**THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES**

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Revised

[illegible]

Abstract

[illegible][illegible]

© 2006 The Authors

Design: BW Drawn: MJS

PLAN

Sheet

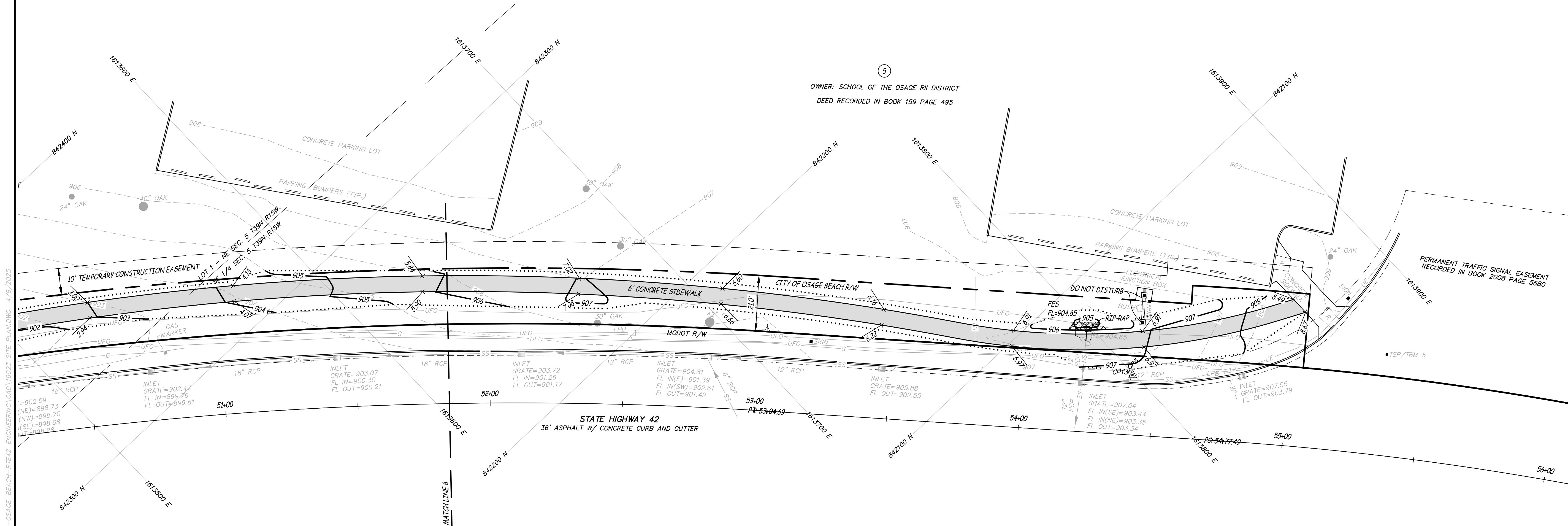
Abstract

C1 0.5

— — — — —

--

ES&S PROJECT NO. 16023



CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH\16142-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/8/2025





Engineering Surveys
& Services
DELIVERING YOUR VISION™

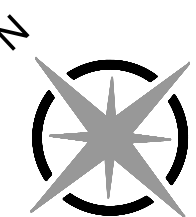
1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6616

www.ess-inc.com

MO Engineering Corp. # 2004005018



0 1"
SCALE: 1" = 20'

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

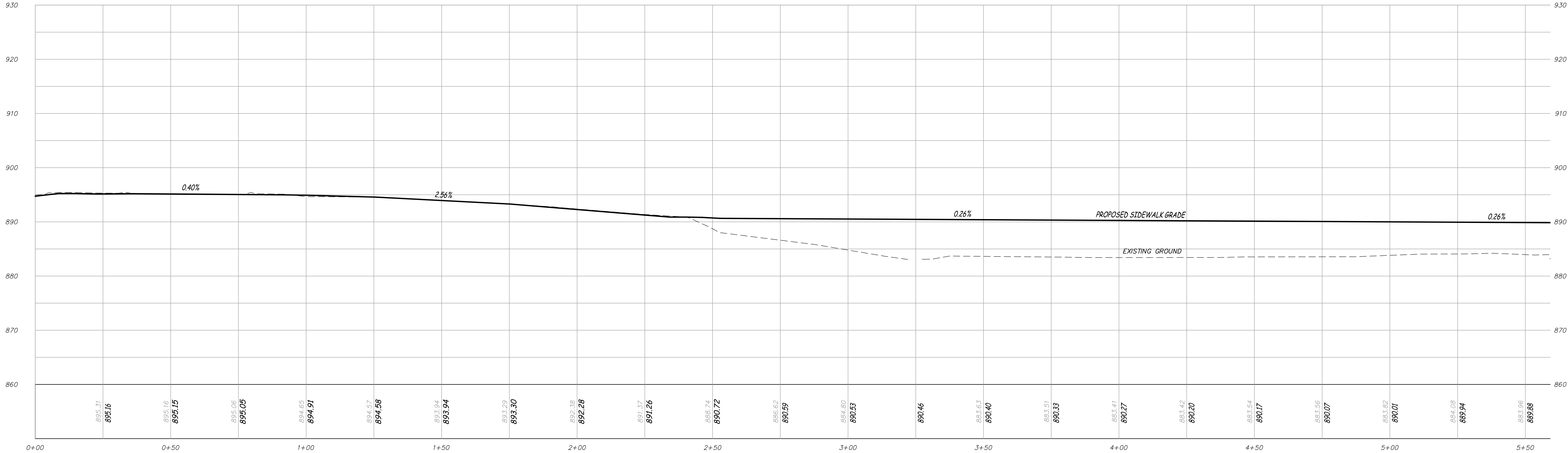
PLAN

Sheet
C1.06

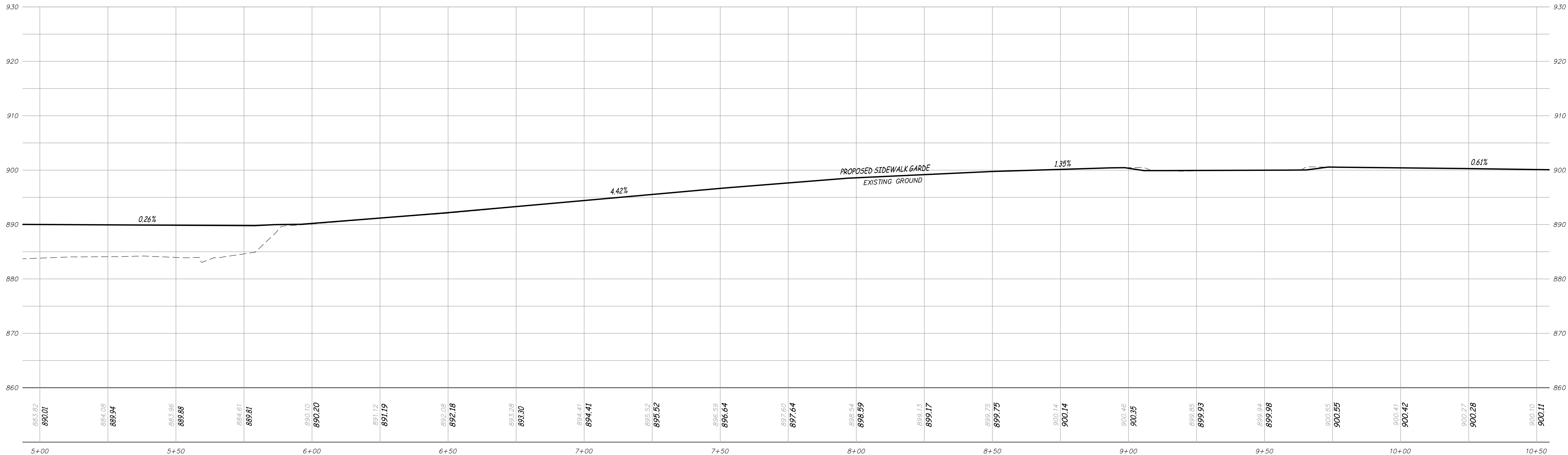
ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH\ATE42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/6/2025



SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

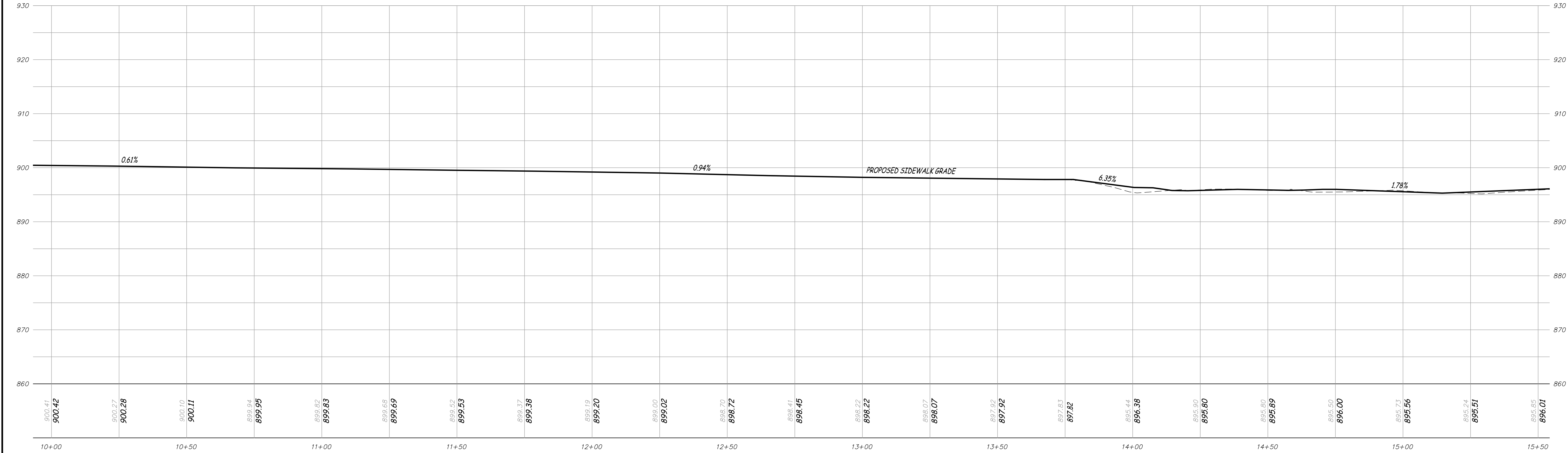
SIDEWALK PROFILE

Sheet
C2.01

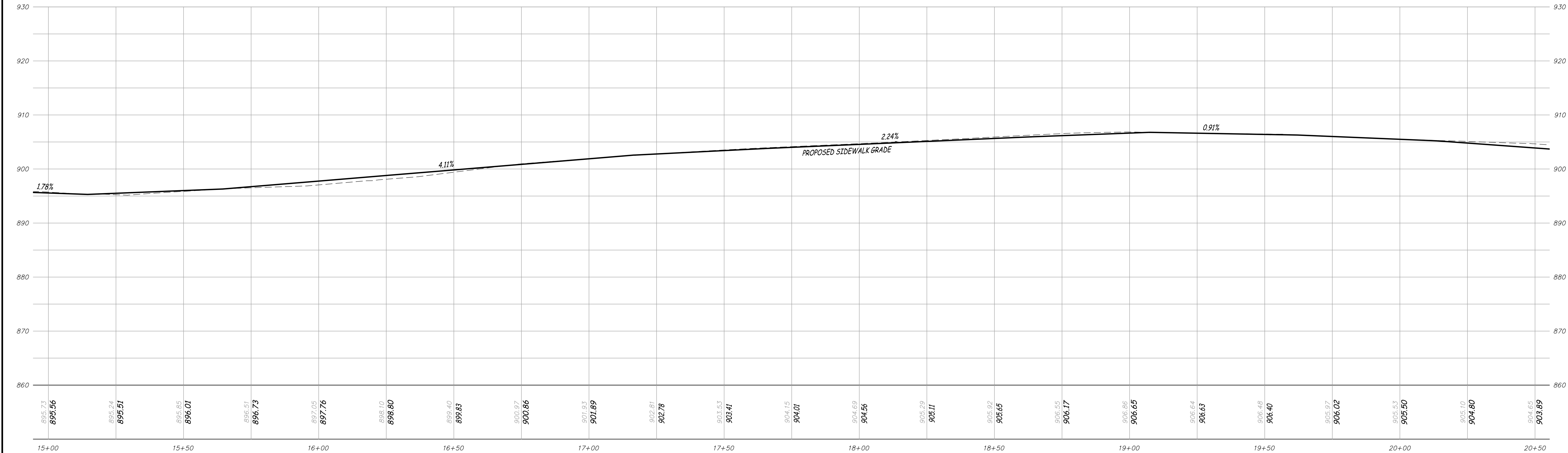
ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH\1742-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/8/2025



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-526-8515

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

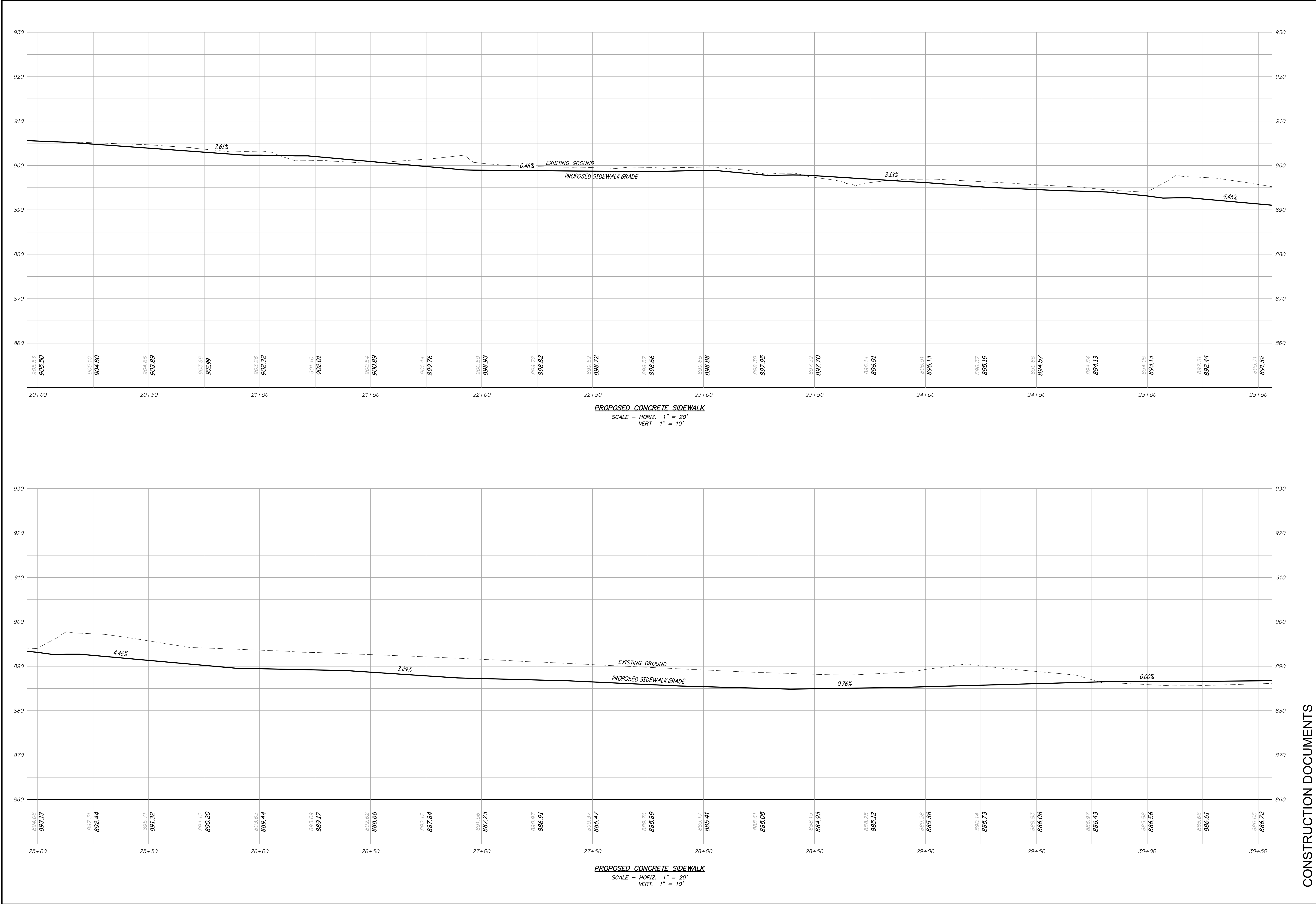
SIDEWALK PROFILE

Sheet
C2.02

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\ESS-0026\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH\ATE42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/8/2025



Engineering Surveys & Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-626-6515

www.ess-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

*THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT*

PRELIMINARY

*NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES*

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

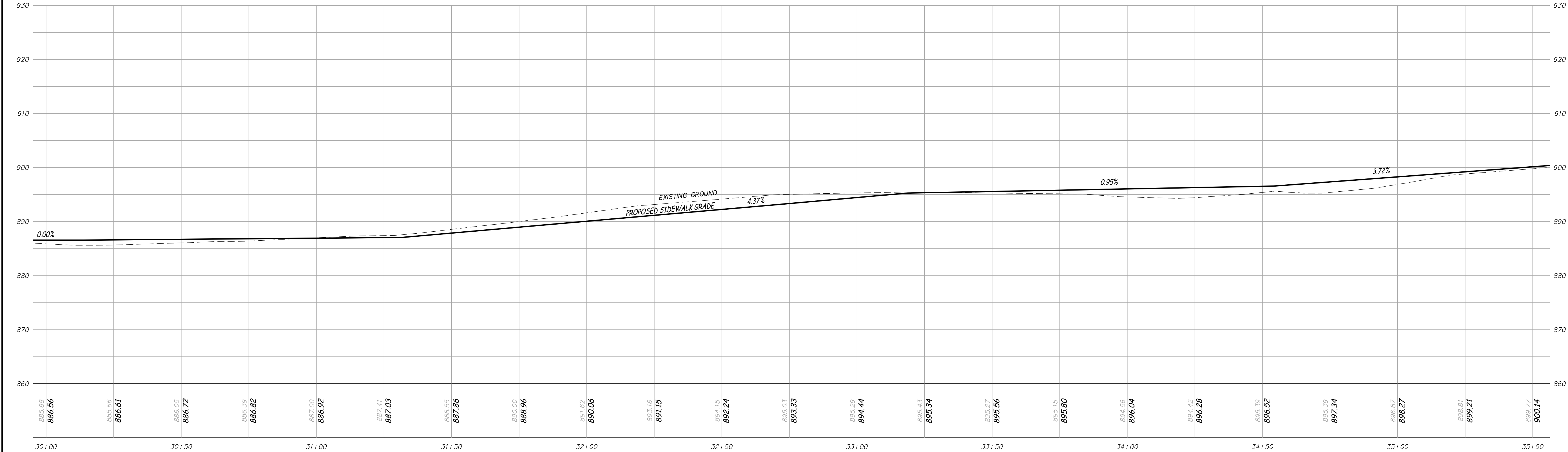
Design: BW Drawn: MJS

SIDEWALK PROFILE

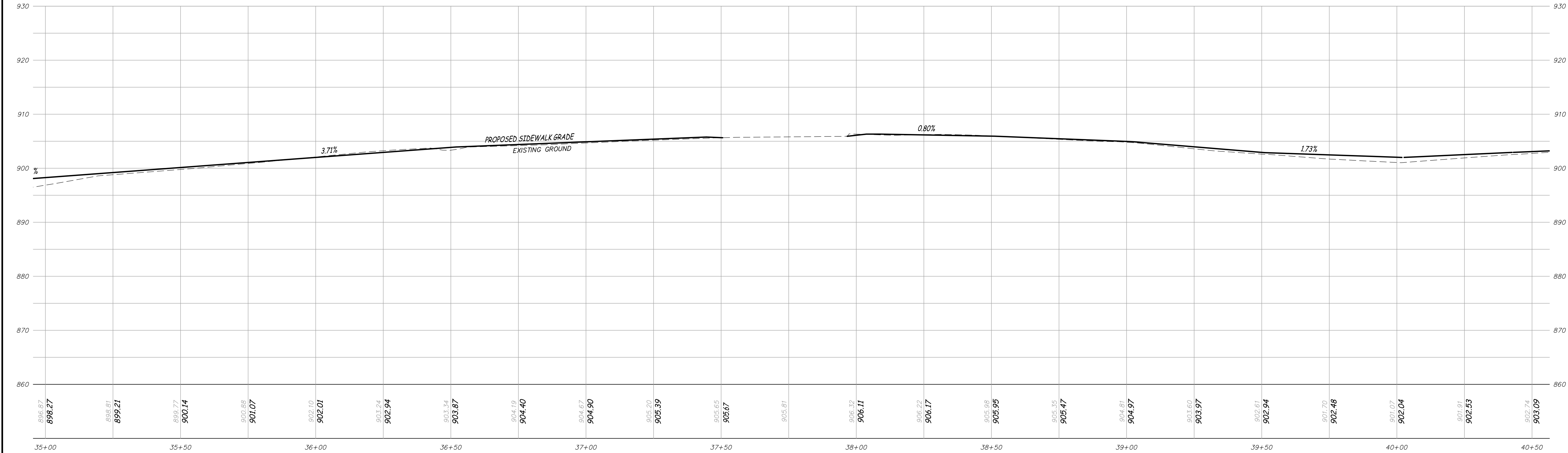
Sheet
C2.03

ES&S PROJECT NO. 16023

C:\USERS\LESS-0026\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\PROJECTS - OSAGE BEACH\ATE42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/6/2025



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



PROPOSED CONCRETE SIDEWALK
SCALE - HORIZ. 1" = 20'
VERT. 1" = 10'



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

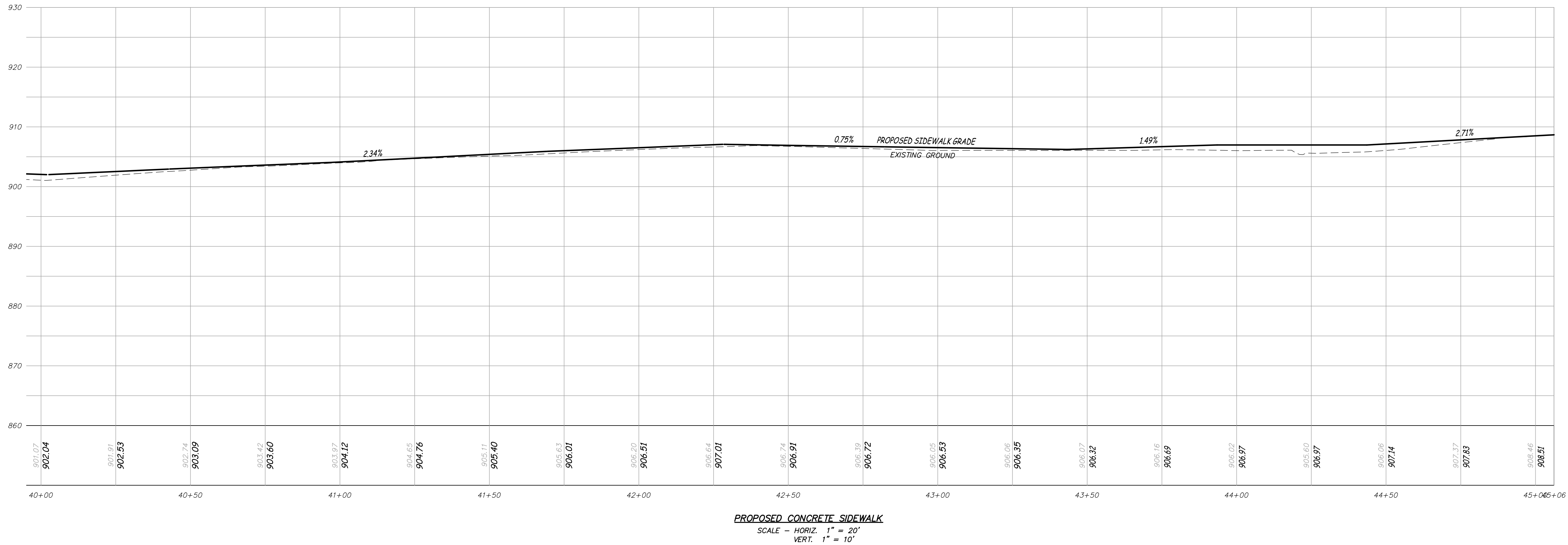
Design: BW Drawn: MJS

SIDEWALK PROFILE
Sheet
C2.04

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH\ATE42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/8/2025





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

SIDEWALK PROFILE

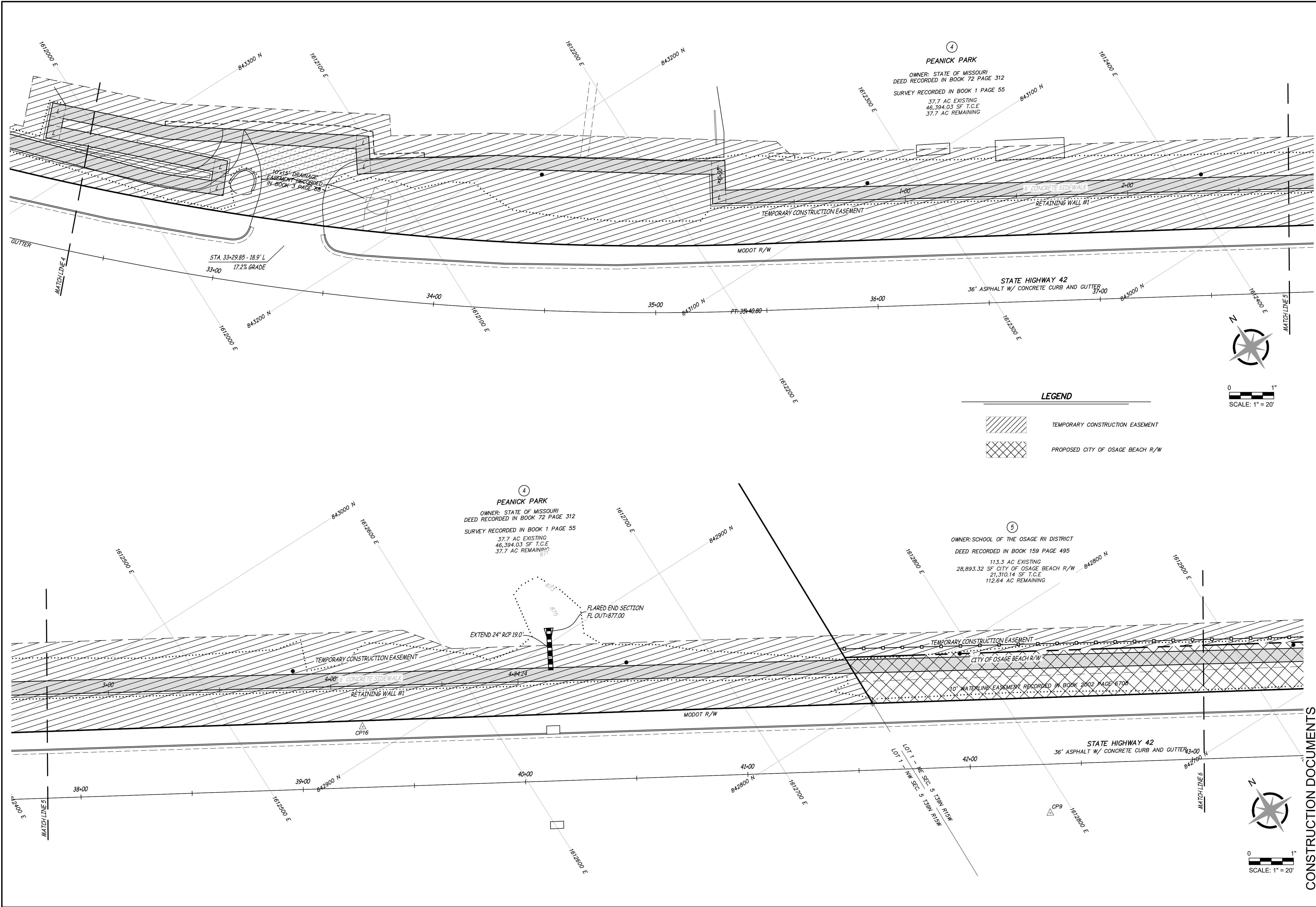
Sheet
C2.05

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

ES&S PROJECT NO. 16023

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH\HATCHES\ENGINEERING\CAD\16023 SITE PLANNING - 4/16/2025





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-6515

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

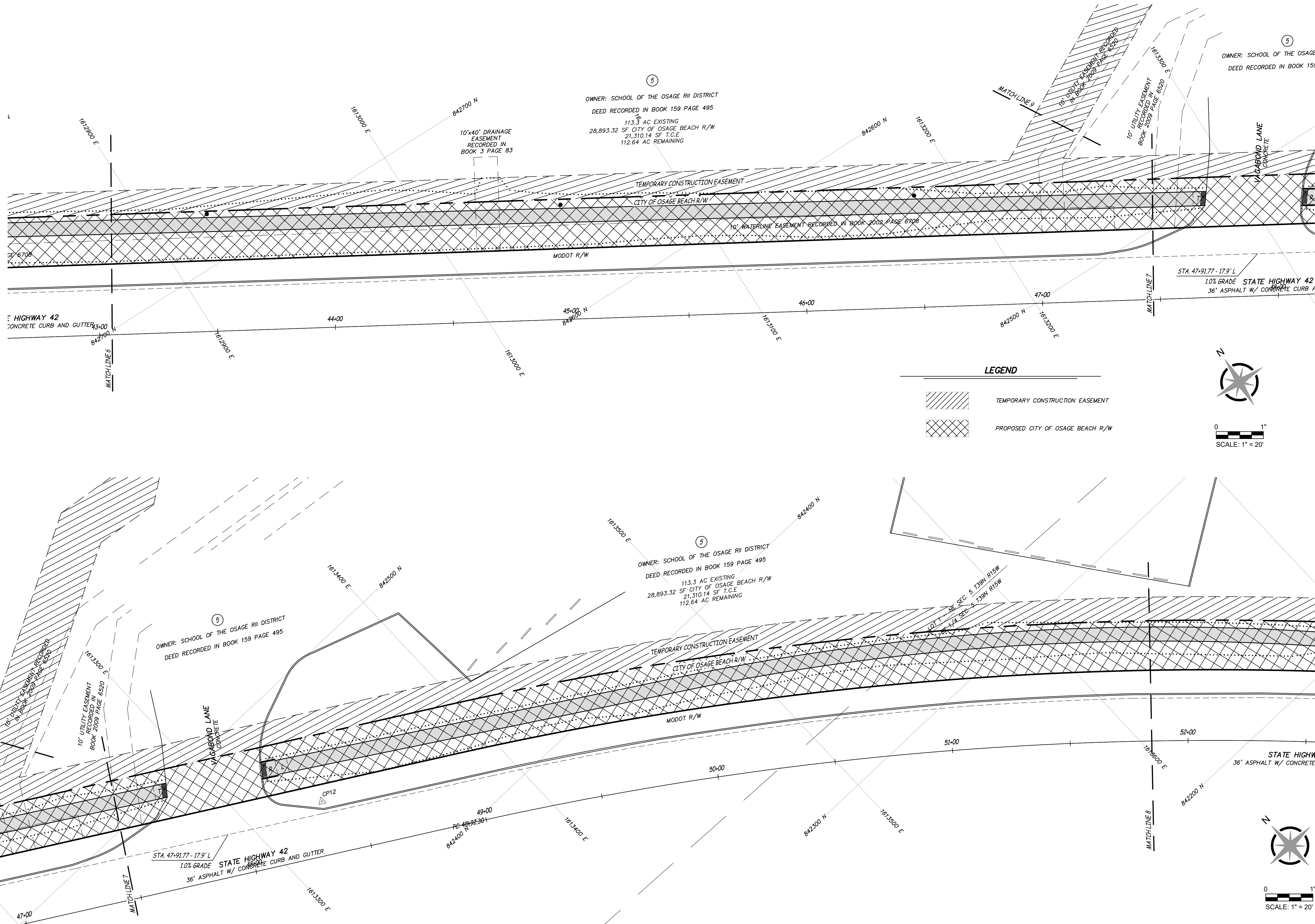
RIGHT-OF-WAY PLAN

Sheet
C3.03

ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-2025\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/16/2025





Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65501
660-926-6616

www.es-s-inc.com

MO Engineering Corp. # 2004005018

**CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42**

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

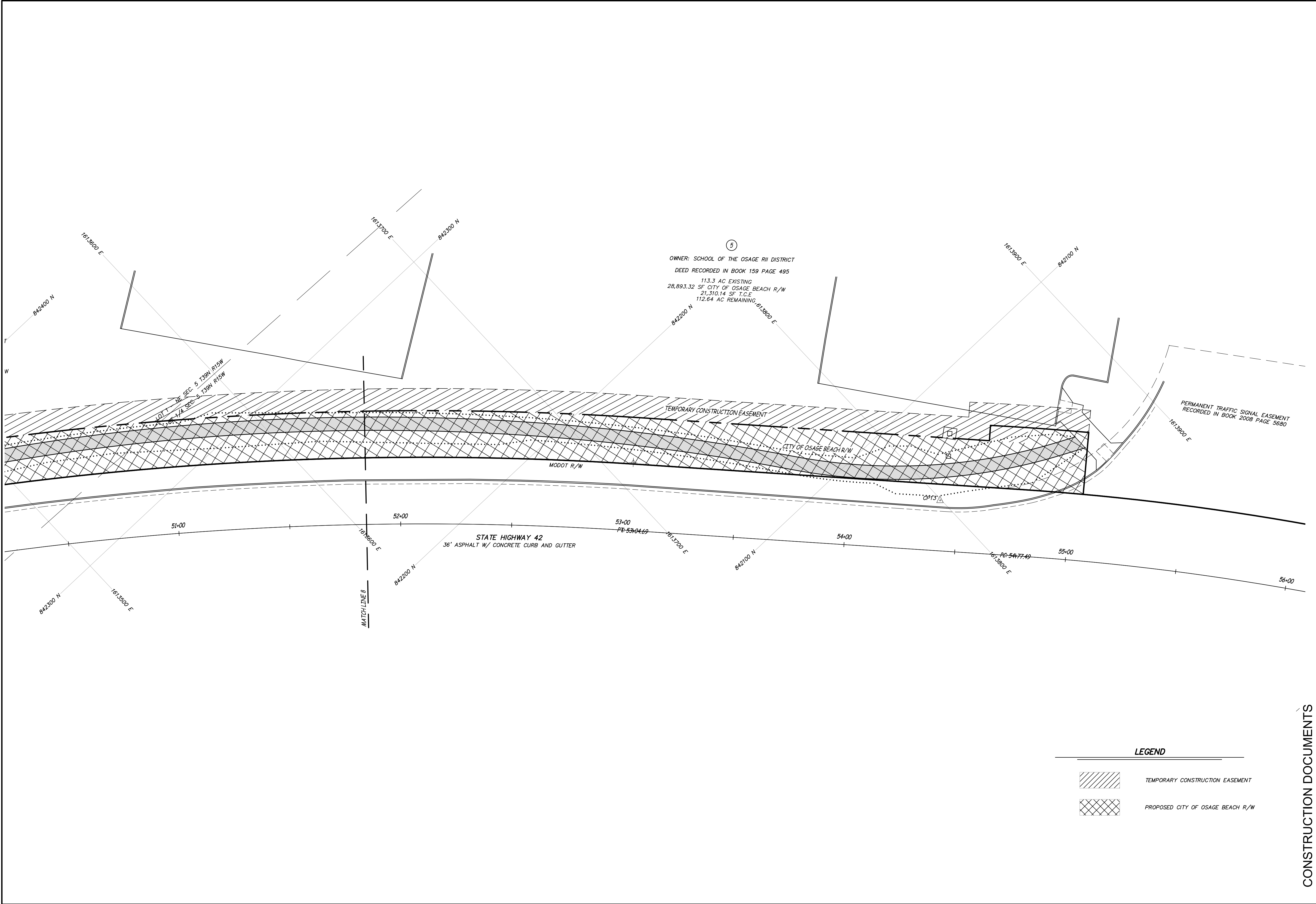
Design: BW Drawn: MJS

RIGHT-OF-WAY PLAN

Sheet
C3.04

ES&S PROJECT NO. 16023

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH\16142-ENGINEERING\16023 SITE PLAN.DWG 4/6/2025



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8616

www.es-s-inc.com

MO Engineering Corp. # 2004005018

0 1"
SCALE: 1" = 20'

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

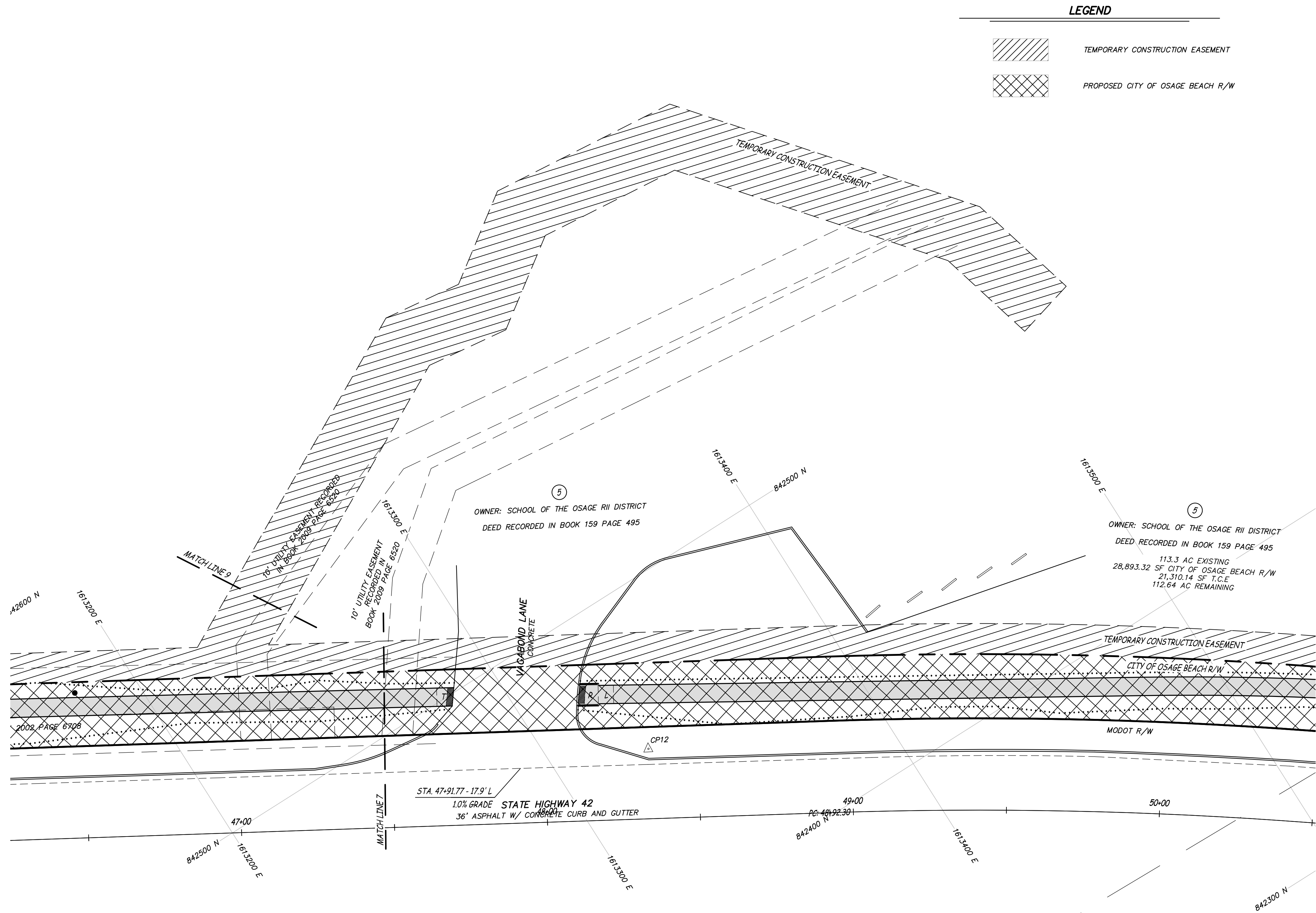
RIGHT-OF-WAY PLAN

Sheet
C3.05

CONSTRUCTION DOCUMENTS

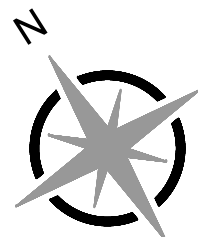
ES&S PROJECT NO. 16023

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH\16142-ENGINEERING\16023 SITE PLAN.DWG 4/16/2025



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED CITY OF OSAGE BEACH R/W



0 1"
SCALE: 1" = 20'



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646

802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303

1775 West Main Street, Sedalia, MO 65301
660-926-8616

www.ess-inc.com

MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER - E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

RIGHT-OF-WAY PLAN

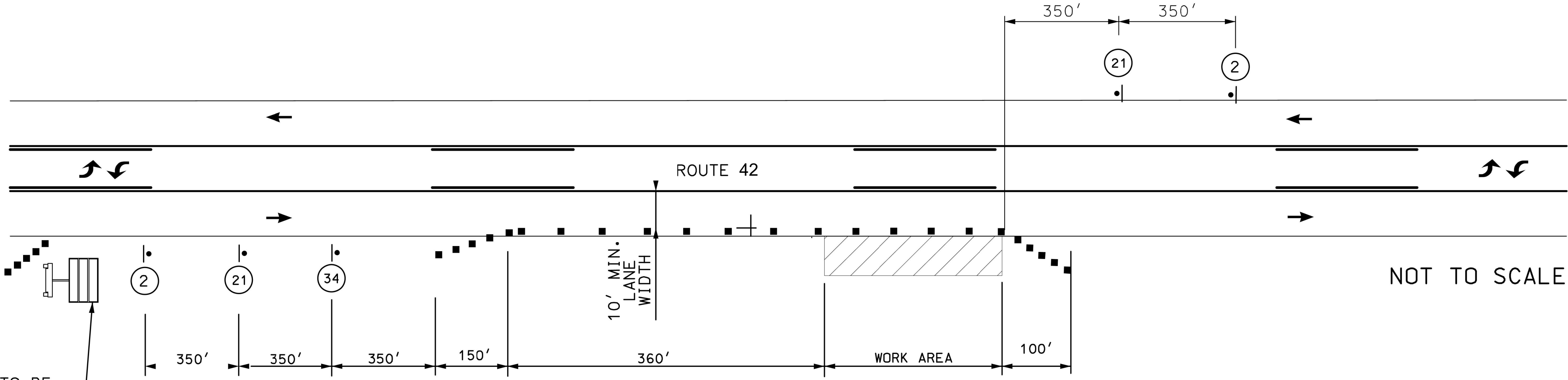
Sheet
C3.06

ES&S PROJECT NO. 16023

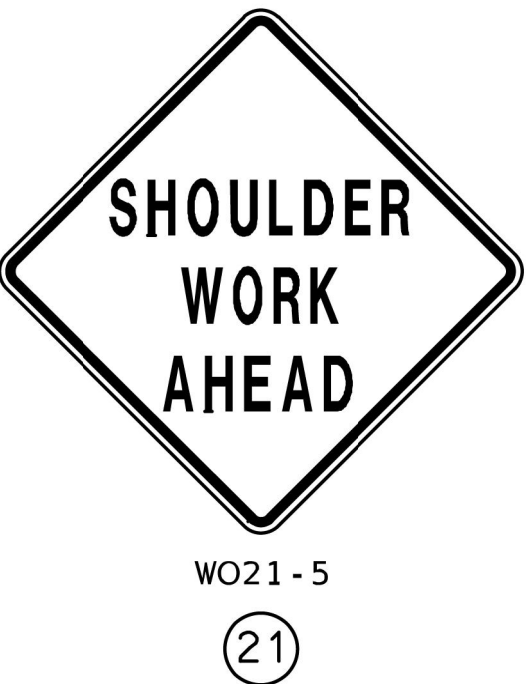
CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH-ADA\16023-ENGINEERING\16023 SITE PLANNING 4/16/2025

SHOULDER WORK WITH TRAVELWAY ENCROACHMENT



LOCATION OF CMS TO BE APPROVED BY THE ENGINEER. EACH CMS SHALL HAVE 5 CHANNELIZERS IN FRONT OF IT.



- NOTES:
- SIGN SPACINGS MAY BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS.
 - THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY COVERING OR REMOVING ALL EXISTING SIGNING, PAVEMENT MARKINGS, OR SIGNALS THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL.
 - NO DIRECT PAYMENT WILL BE MADE FOR RELOCATING, COVERING, UNCOVERING, OR REMOVING OF TCP SIGNS.
 - REMOVE AND/OR MODIFY EXISTING PAVEMENT MARKINGS AS NEEDED.
 - LANE WIDTHS SHALL BE A MINIMUM OF 10'.
 - CONTRACTOR SHALL MAKE EVERY EFFORT TO MAINTAIN ACCESS TO BUSINESSES DURING CONSTRUCTION. CLOSURE OF SIDE STREETS AND COMMERCIAL ENTRANCES SHALL BE MINIMIZED.
 - CHANNELIZER LENGTHS MAY BE REDUCED AT INTERSECTIONS OR OTHER SPOTS TO DISCOURAGE TRAFFIC ENCROACHMENT.
 - "ROAD WORK AHEAD" SIGN IS NOT NEEDED IF SHOULDER WORK IS LOCATED WITHIN LIMITS OF AN ACTIVITY AREA WHERE ANOTHER "ROAD WORK AHEAD" SIGN IS ALREADY USED.
 - PAVEMENT EDGE TREATMENT SHALL BE PLACED AT THE CONTRACTOR'S EXPENSE WHENEVER REQUIRED BY STANDARD PLAN 619.10J.

TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZERS (TRIMLINE)
- WORK AREA
- CHANGEABLE MESSAGE SIGN

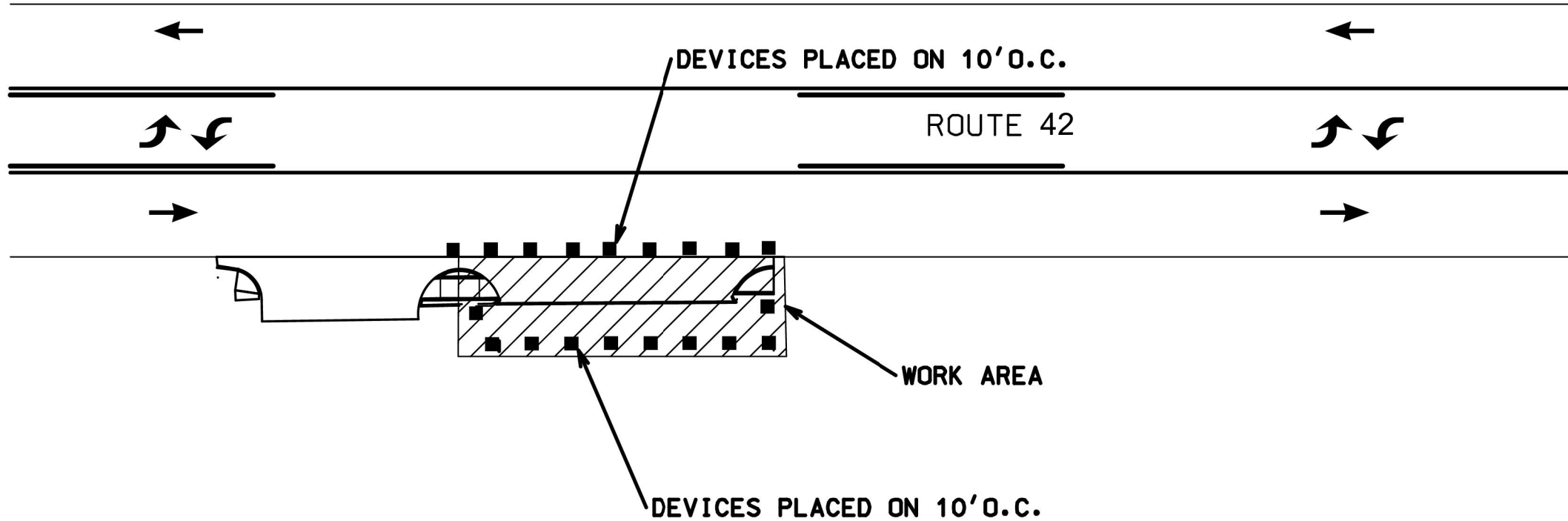
SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL	CHANNELIZER SPACING (ft.)	
	Undivided (S)	Divided (S)	Shoulder (1) (T1)	Lane (2) (T2)		Tapers	Buffer/ Work Areas
40-45	350	500	150	540	360 BUFFER LENGTH (ft.) (B)	40	80

1. Shoulder taper length based on 10 ft. (standard shoulder width) offset. 2. Lane taper length based on 12 ft. (standard lane width) offset.

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING\SURVEYS & SERVICES\PROJECTS - GENERAL\PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\CAD\16023 SITE PLAN.DWG 4/8/2025

TYPICAL TRAFFIC CONTROL FOR ENTRANCE CONSTRUCTION



TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZERS (TRIMLINE)
- ▨ WORK AREA

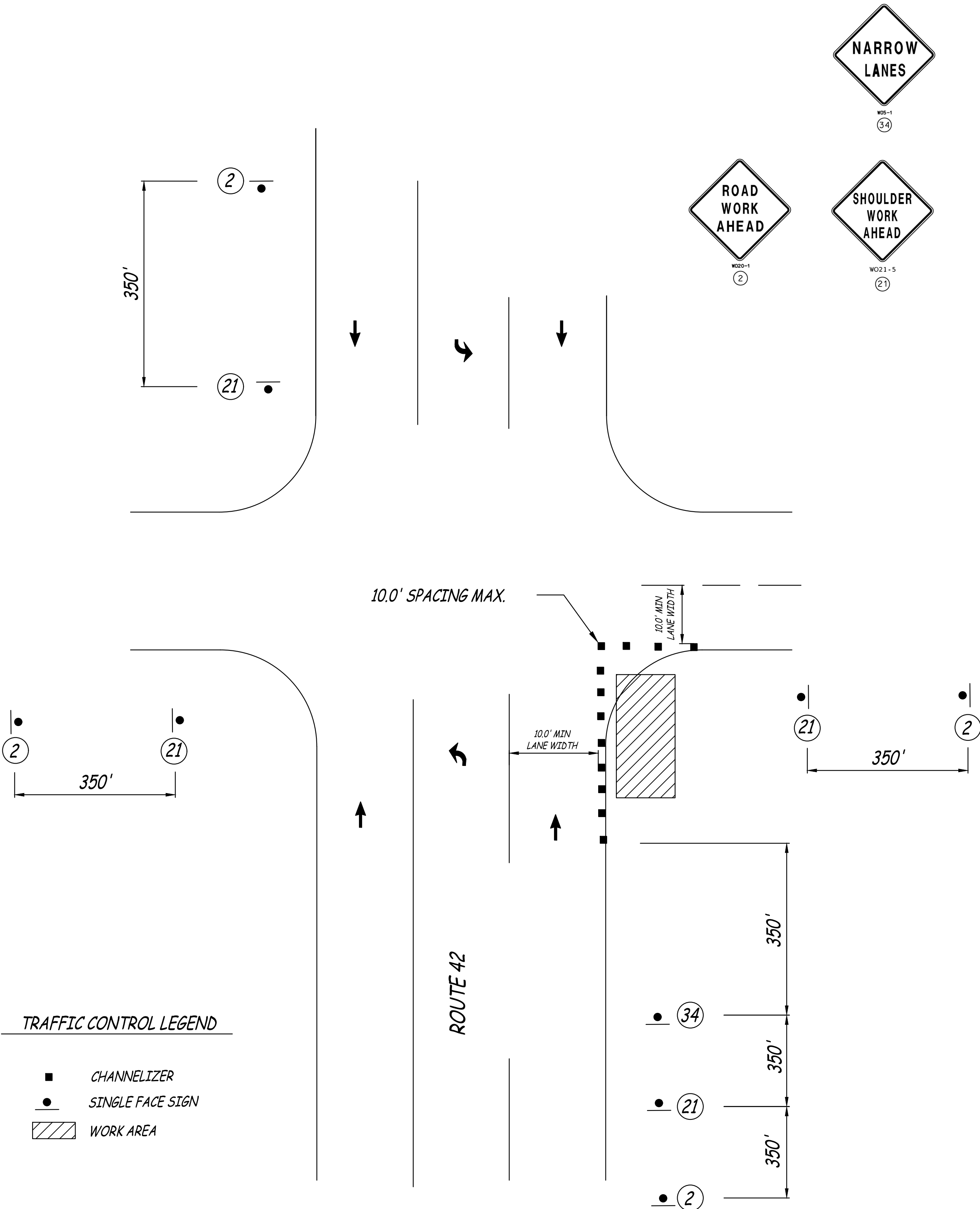
NOTES:

- IF PROPERTY HAS MULTIPLE ENTRANCES, THE CONTRACTOR MAY CLOSE ONE ENTIRE ENTRANCE.
- IF PROPERTY HAS ONLY A SINGLE ENTRANCE, THEN THE ENTRANCE SHALL BE CONSTRUCTED HALF AT A TIME, WHERE POSSIBLE. OTHERWISE, THE CONTRACTOR SHALL COORDINATE WITH RESIDENTS IN ADVANCE TO PROVIDE ACCESS TO PROPERTY.
- THE CONTRACTOR SHALL LIMIT THE WORK ZONE TO MINIMIZE IMPACT ACCESS TO THE BUSINESS.
- THE CONTRACTOR SHALL NOT PARK EQUIPMENT OR STORE MATERIALS IN THE TEMPORARY EASEMENTS DURING NON-WORKING HOURS.
- THE CONTRACTOR SHALL MAINTAIN ACCESS AT ALL TIMES TO THE PROPERTY.
- SEE ALSO TRAFFIC CONTROL FOR SHOULDER WORK WITH TRAVELWAY ENCROACHMENT AS NEEDED.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY COVERING OR REMOVING ALL EXISTING SIGNING, PAVEMENT MARKINGS, OR SIGNALS THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL.
- PAVEMENT EDGE TREATMENT SHALL BE PLACED AT THE CONTRACTOR’S EXPENSE WHENEVER REQUIRED BY STANDARD PLAN 619.10J.

DISCLAIMER
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) SPECIFICATION, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

NOT TO SCALE

TYPICAL TRAFFIC CONTROL FOR INTERSECTION ENCROACHMENT



TRAFFIC CONTROL LEGEND

- CHANNELIZER
- SINGLE FACE SIGN
- ▨ WORK AREA



Engineering Surveys
& Services
DELIVERING YOUR VISION™

1113 Fay Street, Columbia, MO 65201
573 - 449 - 2646
802 El Dorado Drive, Jefferson City, MO 65101
573-636-3303
1775 West Main Street, Sedalia, MO 65301
660-926-6616
www.es-s-inc.com
MO Engineering Corp. # 2004005018

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

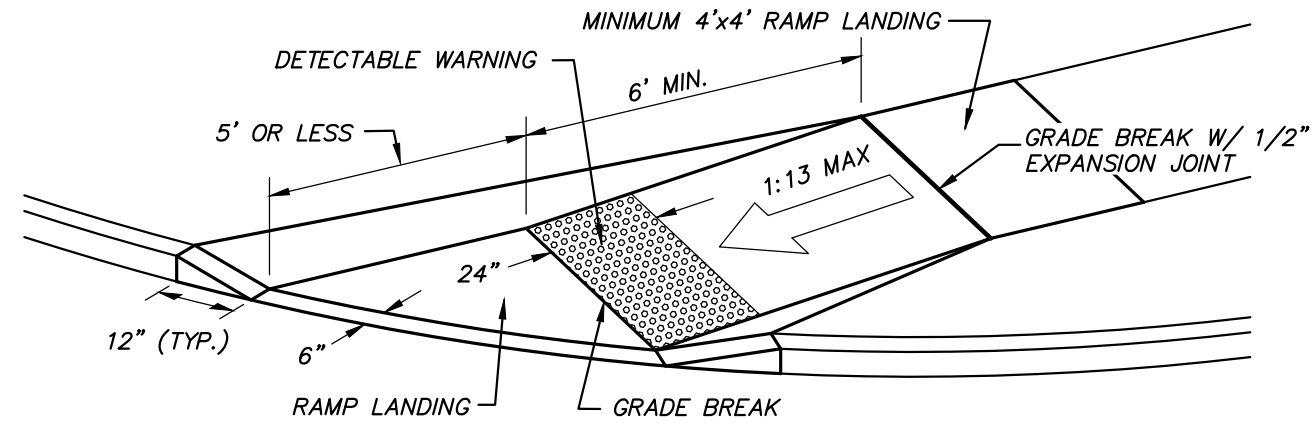
TEMPORARY TRAFFIC
CONTROL PLAN

Sheet
C4.02

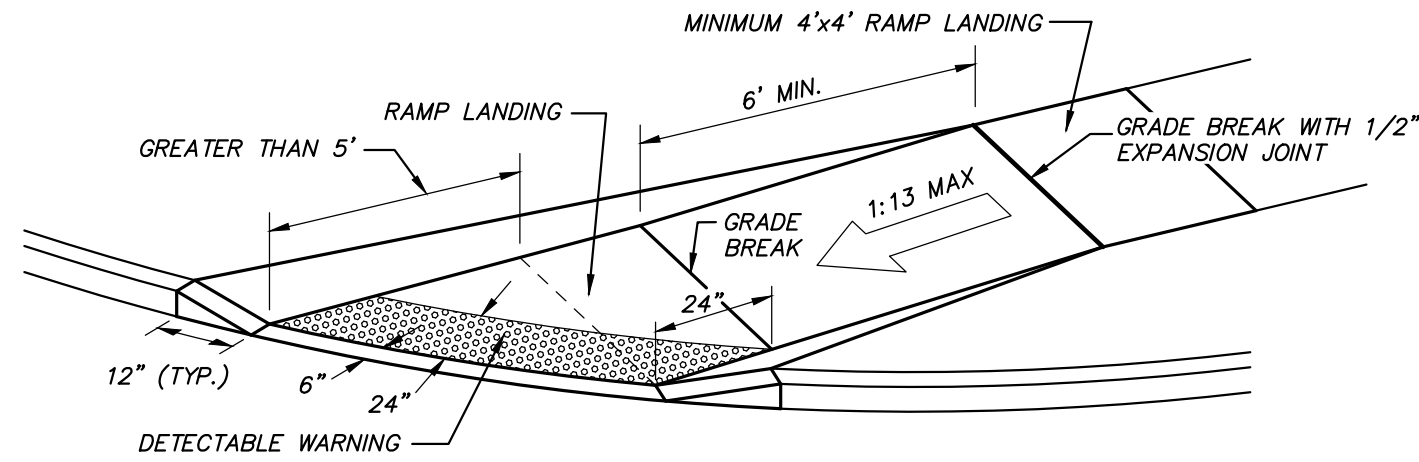
ES&S PROJECT NO. 16023

CONSTRUCTION DOCUMENTS

C:\USERS\LESS-0026\ENGINEERING SURVEYS & SERVICES\PROJECTS - GENERAL PROJECTS\16023-OSAGE BEACH-RT42-ENGINEERING\CAD\16023 SITE PLANING - 4/6/2025



CONDITION 1

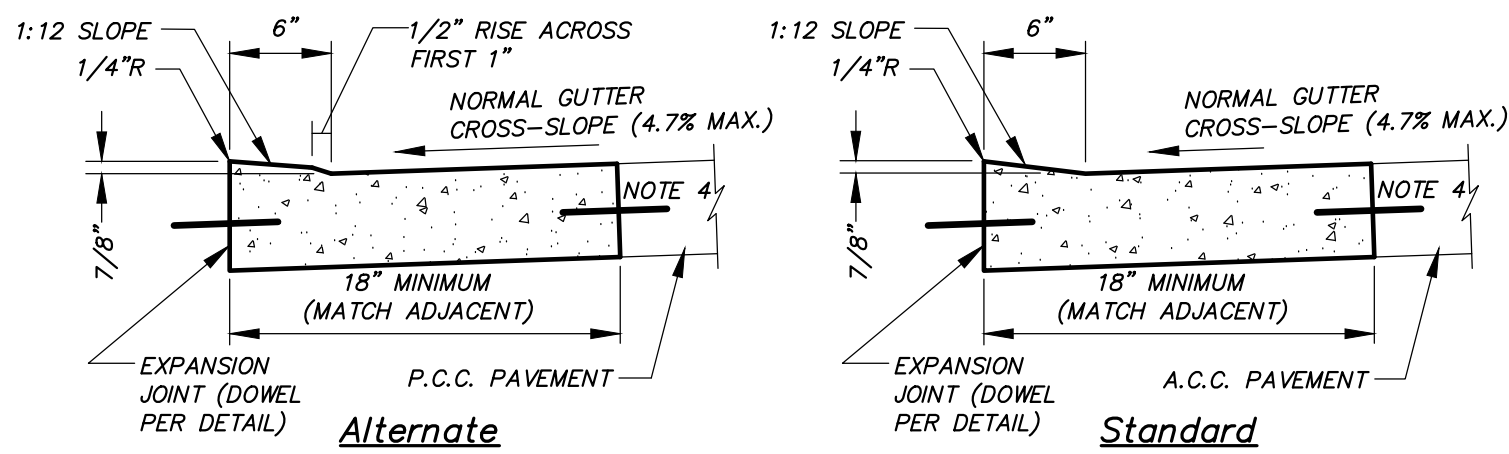


CONDITION 2

- NOTES:
1. RAMP SHALL BE 4" THICK PORTLAND CEMENT CONCRETE - SEE SPECS.
 2. EXPANSION JOINTS SHALL BE 1/2" PREFORMED CORK OR BITUMINOUS EXPANSION JOINT MATERIAL.
 3. MAXIMUM RAMP CROSS SLOPE IS 1.7%.
 4. MAXIMUM RAMP LONGITUDINAL SLOPE IS 1:13. USE A FLATTER RAMP SLOPE WHEN POSSIBLE.
 5. RAMP LANDING SLOPE SHALL NOT EXCEED 1.7% IN ALL DIRECTIONS.
 6. SEE SEPARATE DETAIL FOR MORE INFORMATION ON DETECTABLE WARNINGS.

SKEW / RADIAL CURB RAMPS

NOT TO SCALE

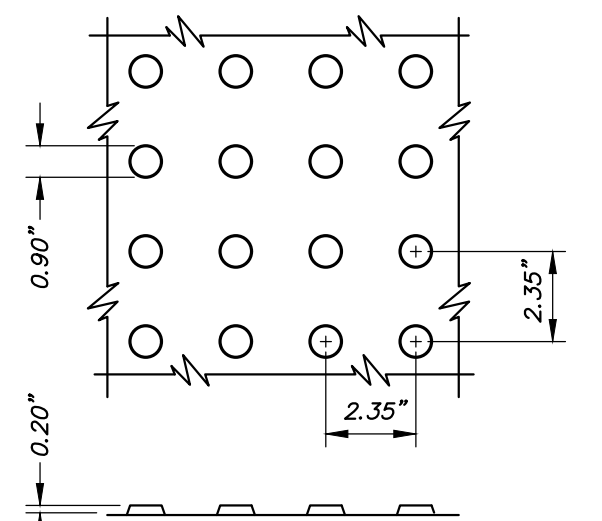


NOTES:

1. CONCRETE THICKNESS AND BASE SHALL MATCH ADJACENT CONCRETE PAVEMENT OR ADJACENT CURB AND GUTTER.
2. EXPANSION JOINTS AND CONTRACTION JOINTS SHALL BE PLACED AT LOCATIONS SIMILAR TO THE ADJACENT PAVEMENT AND CURB & GUTTER.
3. CURB EDGE SHALL BE TOOLED WITH 1/4" RADIUS.
4. WHERE PAVEMENT IS P.C.C. DOWEL USING 12" LONG #4 BARS AT 24" CTRS.

SIDEWALK RAMP CURB

NOT TO SCALE

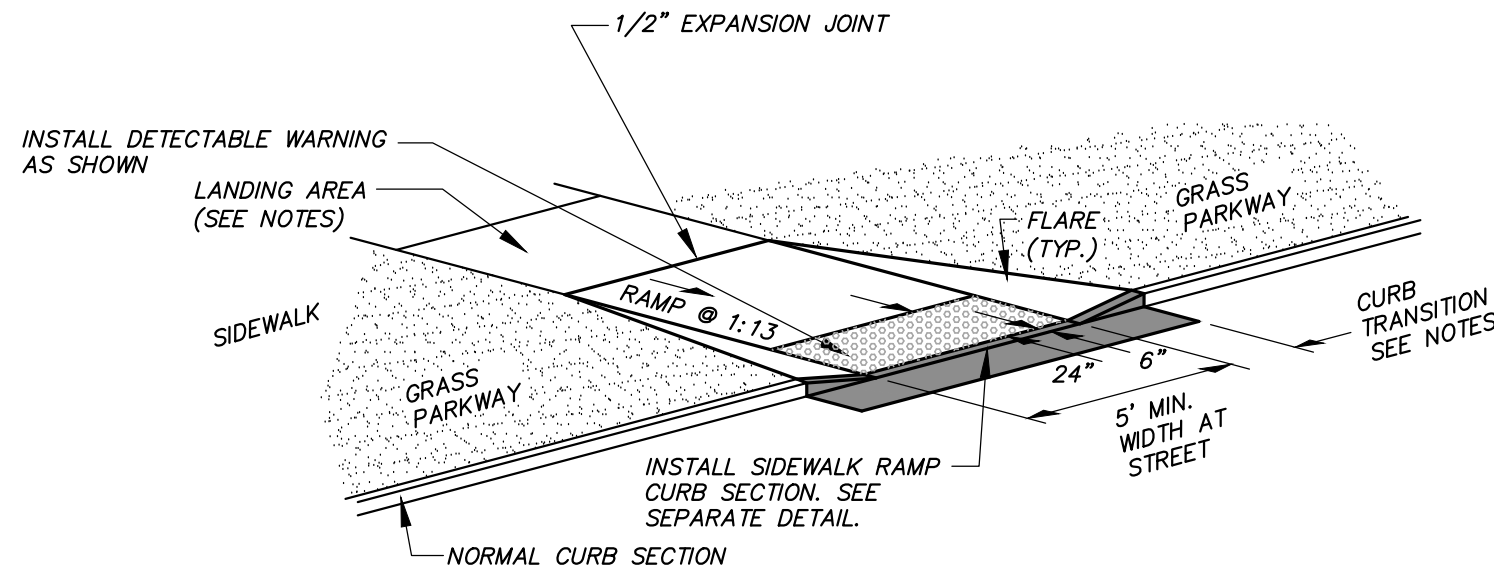


TRUNCATED DOME PATTERN

- NOTES:
1. DETECTABLE WARNINGS SHALL BE RAISED TRUNCATED DOMES PER CURRENT ADA STANDARDS.
 2. DETECTABLE WARNINGS SHALL EXTEND A MINIMUM 24" IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE RAMP OR LANDING.
 3. DETECTABLE WARNINGS SHALL CONTRAST VISUALLY WITH ADJACENT WALKWAY SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.
 4. SEE SEPARATE CURB RAMP DETAILS FOR EXACT INSTALLATION LOCATIONS.
 5. DETECTABLE WARNINGS SHALL BE A CAST IN PLACE SYSTEM MANUFACTURED BY EITHER ADA SOLUTIONS, INC. (BRICK RED COLOR), ARMOR-TILE TACTILE SYSTEMS (COLONIAL RED COLOR), OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

DETECTABLE WARNINGS FOR CURB RAMPS

NOT TO SCALE

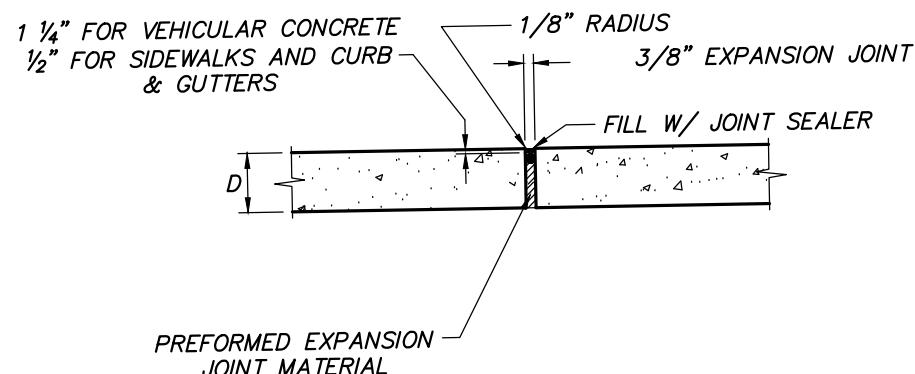


NOTES:

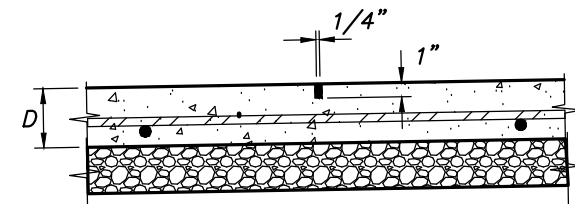
1. RAMP SHALL BE 4" THICK P.C.C.
2. EXPANSION JOINT SHALL BE 1/2" PREFORMED CORK OR BITUMINOUS EXPANSION JOINT MATERIAL.
3. ALL SLOPES ARE MEASURED FROM THE HORIZONTAL.
4. REPLACE STANDARD CURB SECTION WITH SIDEWALK RAMP CURB SECTION - SEE SEPARATE DETAIL.
5. RAMP LENGTH IS DEPENDENT ON 1:13 MAX SLOPE. USE FLATTER WHEN POSSIBLE.
6. LANDING AREA SHALL BE 4'-0" MIN WIDTH. CROSS SLOPE OF LANDING SHALL NOT EXCEED 1.7%.
7. FLARES ARE REQUIRED AT RAMPS TO KEEP GRASS PARKWAY SLOPES IN CONFORMANCE WITH THE TYPICAL CROSS SECTION.
8. CURB TRANSITION LENGTH IS DEPENDENT ON FLARE SLOPE.
9. MAXIMUM RAMP CROSS SLOPE IS 1.7% IN ALL DIRECTIONS.
10. SEE SEPARATE DETAIL FOR MORE INFORMATION ON DETECTABLE WARNINGS.

PERPENDICULAR CURB RAMP

NOT TO SCALE



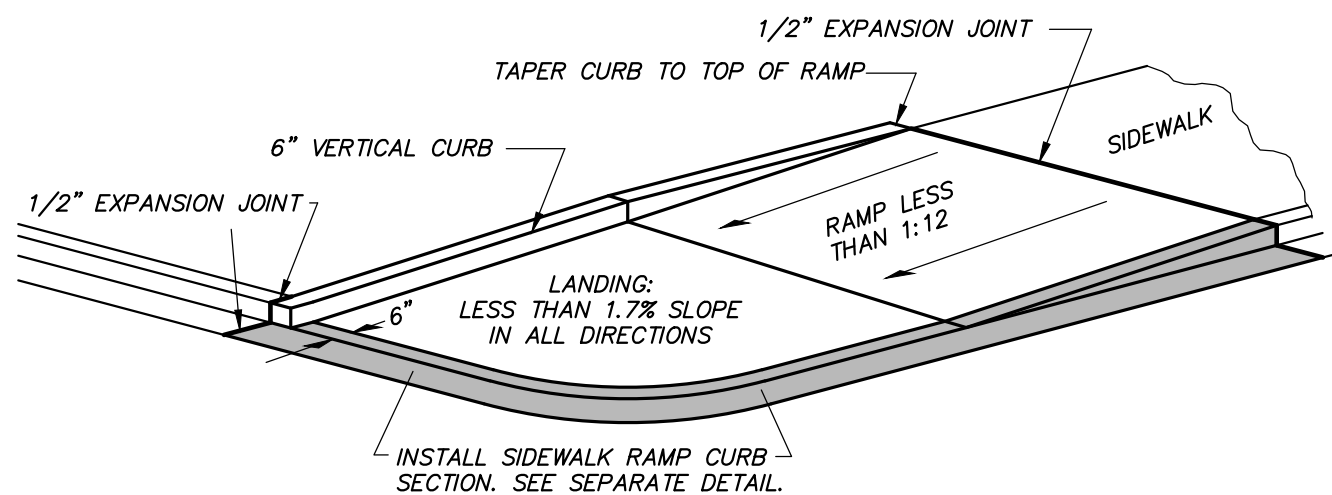
EXPANSION JOINT



SAW-CUT JOINT

CONCRETE PAVEMENT JOINTS

NOT TO SCALE



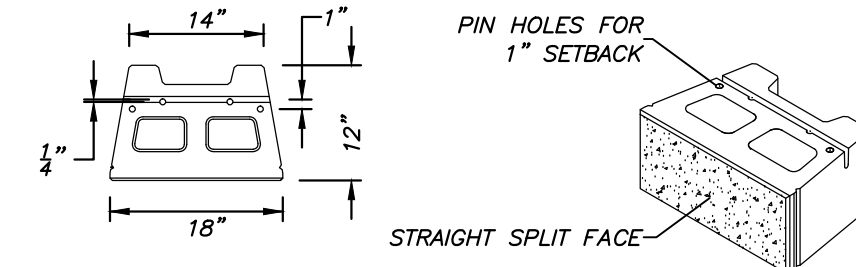
NOTES:

1. RAMP SHALL BE 4" THICK P.C.C.
2. EXPANSION JOINT SHALL BE 1/2" PREFORMED CORK OR BITUMINOUS EXPANSION JOINT MATERIAL.
3. ALL SIDEWALK AND RAMP CROSS SLOPE SHALL BE LESS THAN 1.7%.
4. ALL SLOPES ARE MEASURED FROM THE HORIZONTAL.
5. REPLACE STANDARD CURB SECTION WITH SIDEWALK RAMP CURB SECTION. SEE SEPARATE DETAIL.
6. RAMP LENGTH IS DEPENDENT ON RISE. USE FLATTER WHEN POSSIBLE.
7. LANDING AREA SHALL BE 5'-0" MIN WIDTH. CROSS SLOPE OF LANDING SHALL BE LESS THAN 1.7%.

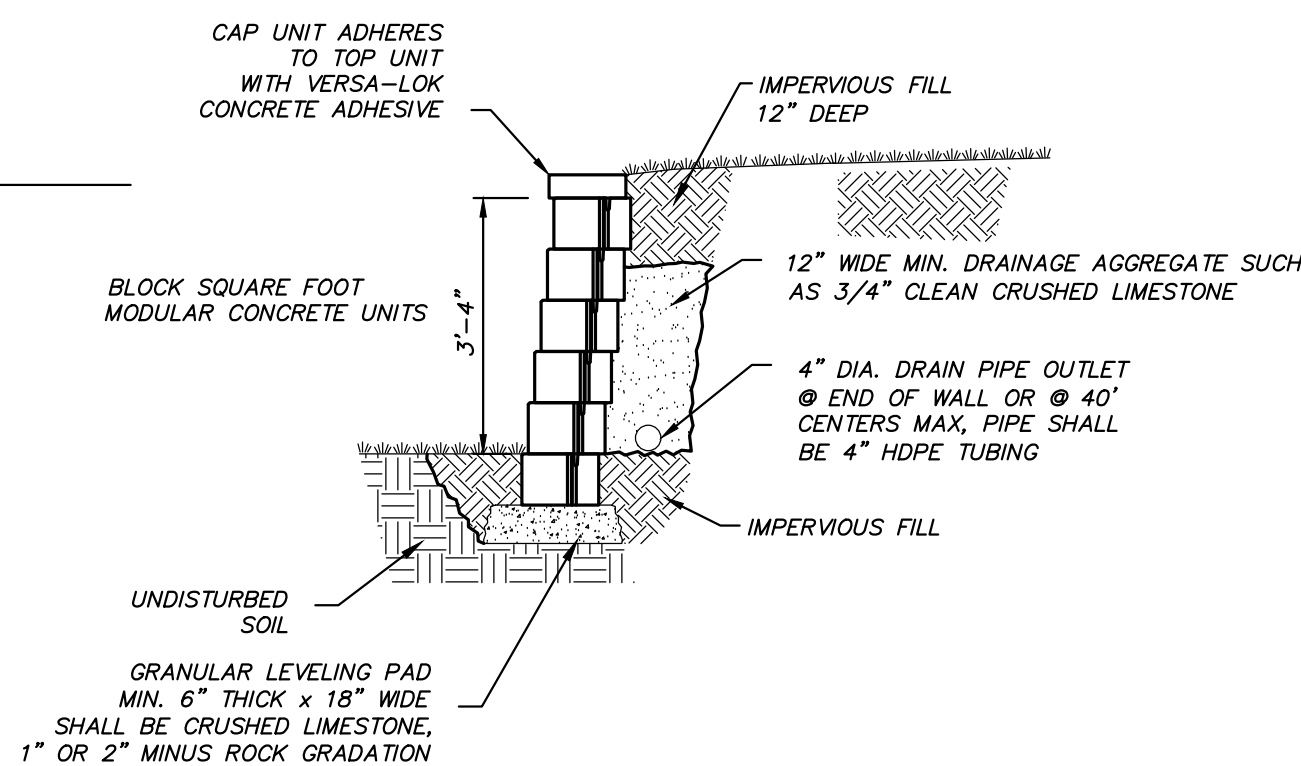
CURB RAMP

SIDEWALK AT BACK OF CURB

NOT TO SCALE



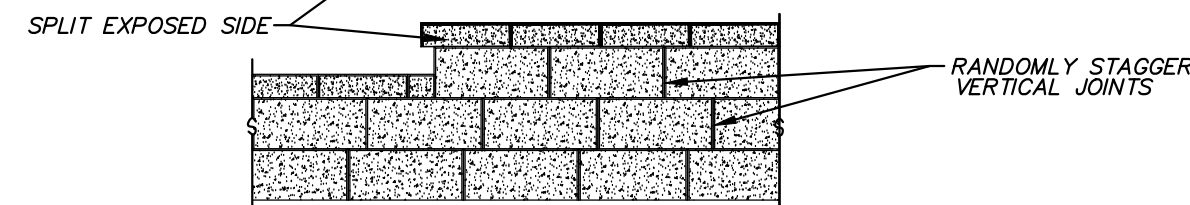
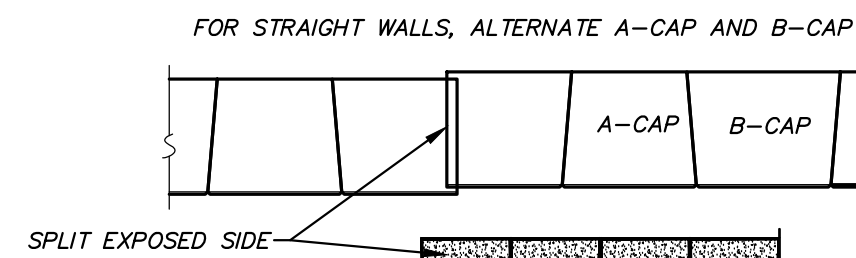
BLOCK SQUARE FOOT UNIT



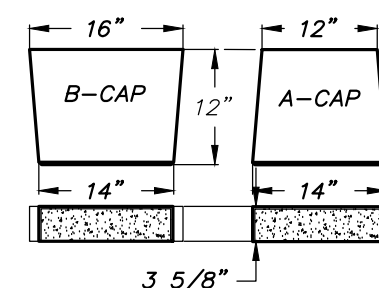
TYPICAL SECTION
UNREINFORCED RETAINING WALL

GENERAL NOTES FOR CAPPING:

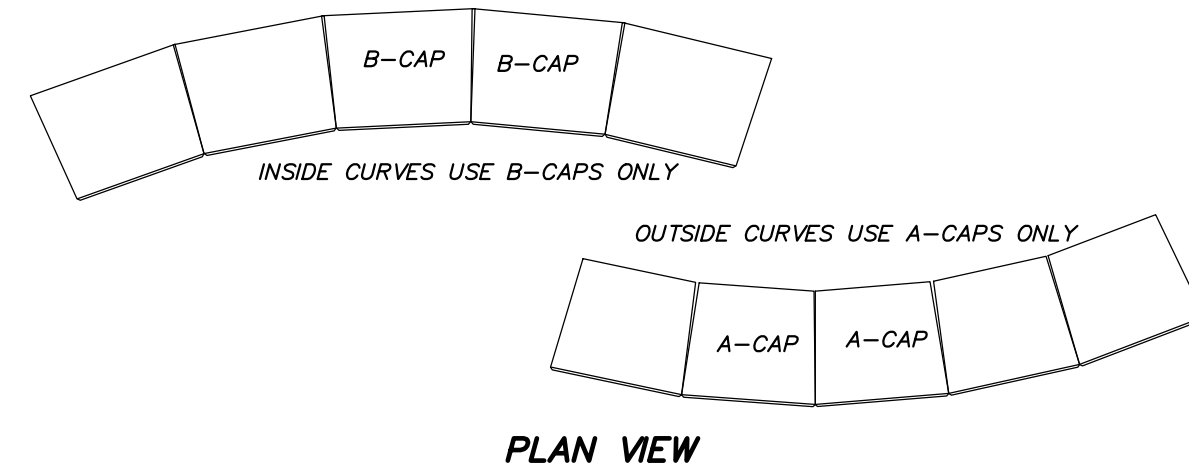
1. CAPS SHALL BE ADHERED TO WALL USING CONCRETE ADHESIVE.
2. CAPS MAY BE PLACED WITH A 1/2" TO 1" OVERHANG OF TOP COURSE.
3. WHEN SPLITTING CAP UNIT FOR WALL END DO NOT USE A CAP SECTION LESS THAN 6" WIDE.
4. DO NOT OVERHANG CAP AT END OF COURSE MORE THAN 1".



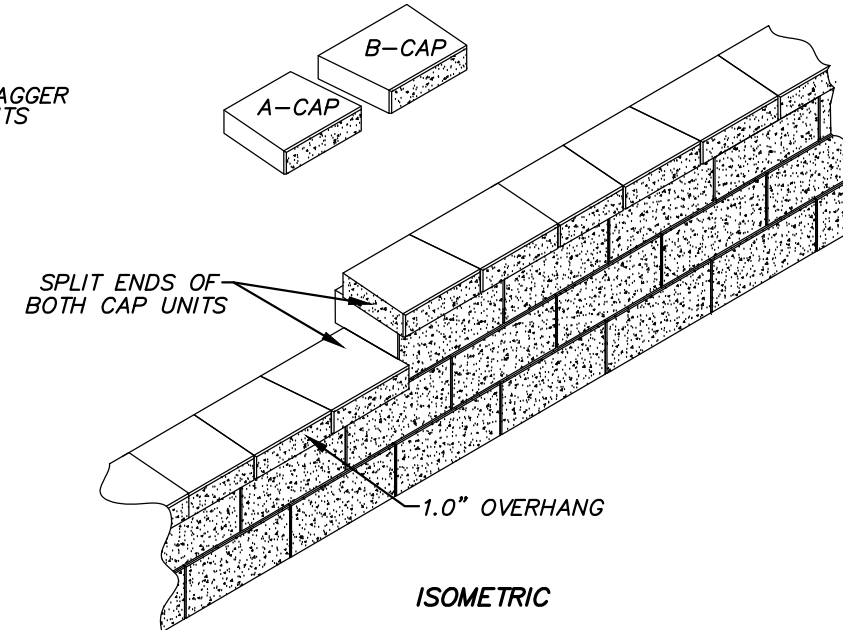
PROFILE



CAPPING DETAIL



PLAN VIEW



ISOMETRIC

SEGMENTAL BLOCK RETAINING WALL DETAIL

NOT TO SCALE

CITY OF OSAGE BEACH
ADA SIDEWALK
IMPROVEMENT
HIGHWAY 42

THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES

CHRISTOPHER WM. YARNELL
REGISTERED PROFESSIONAL
ENGINEER E-23242

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
APRIL 8, 2025

Revised

Design: BW Drawn: MJS

DETAILS

Sheet

C5.01

ES&S PROJECT NO. 16023

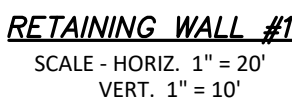
CONSTRUCTION DOCUMENTS

1. **RETAINING WALL DESIGN:**
 - A. STRUCTURAL DESIGN HEREIN REPRESENTS A FINISHED STRUCTURE. THE GENERAL CONTRACTOR/OWNER SHALL PROVIDE ALL INTERIM BRACING, SHORING, INTERIM DRAINAGE PROVISIONS, DRAINAGE DIVERSION AND EROSION PROTECTION REQUIRED UNTIL FINAL CAPPIPING, PAVING, CURBING AND COMPLETION OF FINAL STORM DRAIN SYSTEM IS COMPLETE.
 - B. THE WALL IS NOT CONSIDERED COMPLETE UNTIL ALL FINAL GRADING AND STORMWATER CONVEYANCE IS COMPLETE.
2. **ENGINEERING SURVEYS & SERVICE SHALL BE NOTIFIED IF ANY SETTLEMENT IS OBSERVED DURING CONSTRUCTION.**
3. **MATERIAL PROPERTIES:**
 - A. SEGMENTAL BLOCK WALLS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C1372 HAVING A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI AND A MAXIMUM MOISTURE ABSORPTION OF 10% FOR ALL UNITS. ALL SOILS AND FREE OF CRACKS OR OTHER DEFECTS THAT WOULD INTERFERE WITH THE PROPER PLACING OF THE UNIT OR SIGNIFICANTLY IMPAIR THE STRENGTH OR PERFORMANCE OF THE CONSTRUCTION.
 - B. COMPACTED REINFORCED BACKFILL AND DRAINAGE SHALL BE FREE OF ORGANIC MATERIAL. THE ROCK SHALL BE A WELL GRADED GRAVEL OR LIMESTONE WITH A MAXIMUM PARTICLE SIZE OF 2" AND A MAXIMUM 20% PASSING A NO. 200 SIEVE. LIMESTONE SCREENINGS ARE NOT ACCEPTABLE FOR STRUCTURE WALL BACKFILL. MATERIAL SHALL BE MOIST TYPE 3 OR APPROVED EQUIVALENT. THE GEOTEXT SHALL BE A HIGH DENSITY POLYETHYLENE EXPANDED SHEET OR POLYESTER WOVEN FIBER MATERIAL, SPECIFICALLY FABRICATED FOR USE AS SOIL REINFORCEMENT. ACCEPTABLE GEOTEXT TYPES AND MANUFACTURER
 - TYPE I: TENSILE STRENGTH @ ULTIMATE OF 3,600 LBS/FT MIRAGRID 3XT, STRAGRID S6200, TENSAR UX100MSE, OR APPROVED EQUAL.
 - C. DRAINAGE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM F 405 OR ASTM F 758. USE CONSTRUCTION ADHESIVE SHALL BE SUPERIOR GRADE ADHESIVE AS
4. **RECOMMENDED BY THE SEGMENTAL CONCRETE WALL UNIT MANUFACTURER. EXCAVATION: IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXCAVATE TO THE GRADES ON THE PLAN. EXCAVATION MEANS AND METHOD ARE ALSO THE CONTRACTOR'S RESPONSIBILITY INCLUDING: BENCHING, SHORING, STABILITY OF ALL RESPECTIVE EXCAVATIONS, AND THE EFFECTS ON ADJACENT PROPERTIES**

- STRUCTURES:
FOUNDATION SOIL PREPARATION:
- A. FOLLOWING EXCAVATION FOR THE LEVELING PAD AND THE REINFORCED SOIL ZONE, FOUNDATION SOIL SHALL BE EXAMINED BY THE OWNER'S GEOTECHNICAL ENGINEER TO ASSURE THE ACTUAL FOUNDATION SOIL STRENGTH MEETS OR EXCEEDS THE ASSUMED DESIGN BEARING STRENGTH. NOT MEETING THE REQUIRED STRENGTH SHALL BE REMOVED AND REPLACED WITH SOIL MEETING THE DESIGN CRITERIA, AS DIRECTED BY THE OWNER'S GEOTECHNICAL ENGINEER.
 - B. FOUNDATION SOIL IS DEFINED AS THE SOIL UNDER THE SEGMENTAL RETAINING WALL VOLUME, EXTENDING FROM THE TOE OF THE LEVELING PAD TO THE BACK OF THE REINFORCED MASS.
 - C. BASE LEVELING PAD SHALL BE COMPACTED WITH A VIBRATORY PLATE OR ROLLER AND COMPACTION TESTING TO A MINIMUM OF 90% OF STANDARD PROCTOR DENSITY (ASTM D 698) AT A MOISTURE CONTENT OF -2% TO +4% OF OPTIMUM MOISTURE CONTENT.
 - D. PLACE DRAINAGE AGGREGATE A MINIMUM OF 12" DIRECTLY BEHIND AND BETWEEN THE UNITS AND LEVEL WITH THE TOP OF THE UNIT. PLACE REINFORCED BACKFILL DIRECTLY AGAINST DRAINAGE FILL. COMPACT DRAINAGE AGGREGATE WITH 3 PASSES OF A VIBRATORY COMPACTOR. COMPACTION TESTING OF DRAINAGE AGGREGATE IS NOT REQUIRED. EXCESS MATERIAL SHALL BE REMOVED FROM TOP OF UNITS PRIOR TO INSTALLATION OF NEXT COURSE.
 - E. GEGRID INSTALLATION:
 - A. GEGRID SHALL BE LAID AT THE PROPER ELEVATION AND ORIENTATION AS SHOWN ON THE DRAWINGS.
 - B. THE GEGRID REINFORCEMENT SHALL BE LAID HORIZONTALLY ON LEVEL, COMPACTED BACKFILL, AND EMBEDDED IN THE BLOCK.
 - C. THE GEGRID SHALL BE PULLED TIGHT AFTER THE NEXT ROW OF BLOCK AND DRAINAGE AGGREGATE HAS BEEN PLACED.
 - D. THE GEGRID SHALL BE PLACED WITH THE AXIAL STRENGTH PERPENDICULAR TO THE WALL FACE ALL LOCATIONS.

- | WALL PROPERTIES | | |
|------------------------|--------------|-----------------|
| BACKSLOPE | 50:1
1.14 | H: V
DEGREES |
| TOESLOPE | 3:1
18.43 | H: V
DEGREES |
| BATTER | 5.36 | DEGREES |
| SETBACK | 1" | INCHES |
| SURCHARGE | | |
| DEAD LOAD | 300 | PSF |
| LIVE LOAD | 100 | PSF |

ASSUMED DESIGN SOIL PARAMETERS			
	DESCRIPTION	ϕ	γ
		(DEGREES)	(PCF)
FOUNDATION SOIL	CLAY SOIL	28	125
RETAINED SOIL	CLAY SOIL	28	125
REINFORCED BACKFILL	CRUSHED LIMESTONE	34	135



**THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES**

JOSHUA D. LEHMEN
PROFESSIONAL ENGINEER
PE-2012000779

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date _____

FEBRUARY 18, 2025

Revised

--	--

Design: BW Design: MJC

RETAINING WALL PLAN

Sheet

RW1 01

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-31 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotion efforts to support the Lake of the Ozarks Bikefest 2025 Event for an amount not to exceed \$3,000.00 *First Reading*

Requested Action:

First Reading of Bill #25-31

Ordinance Referenced for Action:

Board of Aldermen approval required for the distribution of funds from the Community Promotions - Community Event Support account per Municipal Code Section 110.400 Expenditures from Community Promotions - Community Event Support Budget Item.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes - Event Dates Upcoming

Budget Line Information (if applicable):

Budget Line Item/Title:

FY2025 Budgeted Amount: \$13,000

FY2025 Expenditures to Date (04/17/2025): (\$ 0.00)

FY2025 Available: **With the passing of the 2nd reading of Jeep Invasion** \$10,000

FY2025 Requested Amount: \$3,000

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-31 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2025 EVENT FOR AN AMOUNT NOT TO EXCEED \$3,000.00

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Bikefest 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 of increased tourism, sales and publicity for the City and the Lake area and the Board wishes to support this public event which promotes our 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 Three Thousand dollars (\$3,000.00) is hereby authorized to be paid to the Lake of the Ozarks Bikefest to be held September 10-14, 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. 25.31 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. 25.31.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Friday, April 4, 2025



The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the \$3,000 sponsorship for the 2024 Lake of the Ozarks Bikefest and the committee would like to ask the City of Osage Beach to consider a funding request in the amount of \$3,000 for the 2025 Lake of the Ozarks Bikefest. The 2024 event was a large success.

The 2025 Lake of the Ozarks Bikefest Sponsorship would include.

- 1) 950 pixels X 950 pixels www.LakeBikeFest.com Banner Ad
- 2) Listing on Sponsor Page on www.LakeBikeFest.com with link to your website
- 3) Logo in Bikefest Section of the *Official Bikefest Program Guides*
- 4) Logo on 1,500 Official Bikefest Passports
- 5) Logo on 1,500 Official Bikefest Passport Maps
- 6) Logo on Official Bikefest Video
- 7) One post on the Bikefest Facebook page and other social media

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the three counties at Lake of the Ozarks. There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest in Osage Beach.

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship.

Here are a few advertisements we are running in 2025:

Second Home Living
Lake of the Ozarks Vacation & Services Guide
Lake of the Ozarks Get Down Guide
Funlake.com Banner Ad
MSW Interactive Designs Social Media Campaign
LO Profile Magazine
Mid Am Freedom Rally Guide
Sturgis Rally Guide
Sturgis Digital Billboards
Sturgis Postcards
Bikefest 2'x3' Event Banner
Bikefest E-Mail Marketing
Bikefest TXT Messaging
Bikefest Geofencing - (12 Major Biker Events throughout the Midwest)
Bikefest Geotargeting - (Harley-Davidson Shops throughout the Midwest)

Our goal is to grow our budget so we can grow our advertising even more outside of Missouri. The above print advertisements are Regional, and our Digital Campaigns are outside of Missouri. Our goal is to create a larger budget to expand our marketing efforts digitally on a National Level.

Thank you again for your support and please feel free to reach out to me if you have any questions.

Respectfully,

Heather Brown
Bikefest Committee Chair
P.O. Box 1498
Osage Beach, MO 65065
573-348 - 1599 - office
Heather@funlake.com

2025 BIKE FEST		
		BUDGET
<u>Income</u>		
Co-Title Sponsor - Aaron Sachse		\$ 15,000.00
Co-Title Sponsor - Leatherman		\$ 3,000.00
Co-Title Sponsor - Osage Beach		\$ 3,000.00
Co Title Sponsor-Jack Daniels		\$ 6,000.00
Co Title Sponsor-Budweiser		\$ 6,000.00
Vendor Villages		\$ 2,250.00
Major Sponsor		\$ 6,500.00
Passport Stop Participants		\$ 15,400.00
Featured Lodging		\$ 1,550.00
Passport Sales		\$ 29,350.00
Lodging Listings		\$ 600.00
Co-Title Sponsor-American Flat Track		\$ 10,000.00
Patch Sales		\$ 1,600.00
Co-Title Sponsor-Codes		\$ 3,000.00
Co-Title Sponsor - Surdyke		\$ 9,000.00
		\$ 112,250.00
<u>Expenses</u>		
Secretary of State-Annual Fees		\$ -
Board Insurance		\$ 818.00
ORR Expenses		\$ 1,456.57
Hot Summer Nights - F/P Ad		\$ 425.00
Evers & Co-Taxes		\$ 1,000.00
Mid Am Freedom Rally- 1 pg. Ad		\$ 465.00
McDaniels-Geo Marketing		\$ 13,034.30
MSW-Social Media/Website		\$ 12,113.82
Event Video		\$ 750.00
(15) Passport Signs 18" x 24"		\$ 352.50
Bryan Cave-Copyright		\$ 4,857.00
Get Down Guide - Full Page Ad		\$ 500.00
CMA Commisssion		\$ 4,600.00
Schmidt & Associates Sponsor Commis		\$ 15,000.00
Misc Expense-Postage, Checks, etc.		\$ 13.35
LOCVB-Misc		\$ 33.24
Advertising Commission-S&A		\$ 5,989.24
Event Banners-Sent to Buffalo Chip		\$ 725.26
1,500 Passports & 1,800 Maps		\$ 1,794.21
Passport 2' x 3' Banners & Stamp		\$ -
Event Postcards		\$ 1,152.32
AlphaGraphics-Thank Yous		\$ 135.47
Buffalo Chip Marketing		\$ 7,500.00
CMA \$5 x 698 + \$1 x1292 =		\$ 4,782.00
Surdyke Bike		\$ 9,000.00
HD Motorcycle		\$ 25,000.00
Total		\$ 111,497.28
Balance		\$ 752.72

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 25-32- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a credit card processing agreement with World Fuel for Lee C Fine and Grand Glaize Airports. *First Reading*

Requested Action:

First Reading of Bill #25-32

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

This is a piece of the new Point of Sale software and services we are transitioning to and will allow us to accept Government Aircards for fuel purchases. The airport department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-32 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-32

ORDINANCE NO. 25.32

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CREDIT CARD PROCESSING AGREEMENT WITH WORLD FUEL SERVICES FOR LEE C. FINE AND GRAND GLAIZE AIRPORTS.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a processing agreement with World Fuel Services; under substantially the same or similar terms and conditions as set forth in "Exhibit A".

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

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.32 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. 25.32.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



World Fuel Services GENERAL MERCHANT SERVICES

Card Processing Merchant Agreement

This Card Processing Merchant Agreement made and entered into this ____ day of _____ 20__ (“Agreement”) between _____, a _____ company (“Merchant”), and World Fuel Services, Inc., a Texas corporation (“World Fuel”) entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 (“Card Processing Services”) for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the “Cards”, and each individually, a “Card”). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, “Applicable Law” means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council’s (“PCI”) requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as “Operating Procedures”). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant’s own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the "Gateways") and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel's consent in its sole discretion.
- b. Subject to Merchant's compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the "Documentation") exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel's competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant's compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant's facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel's approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction

information (each, a "Compromised Data Event"), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel's gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and

- ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
 - e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.
- 8. Term and Termination: The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
- 9. Indemnification: Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
- 10. Entire Agreement: This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Miami-Dade County, FL.

[Signature Page to Follow]



Executed this ____ day of _____, 20____

Merchant Name:

By: _____

Name: _____

Title: _____

Accepted this ____ day of _____, 20____.

World Fuel Services, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE 1

Locations

Merchant Name	Airport or Address	ICAO	IATA



EXHIBIT 1
EFT FORM (One per bank Account)

EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

[Name of Merchant] authorizes World Fuel Services, Inc. to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the World Fuel Gateway for the following location(s):

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # _____

Merchant Name _____

Merchant Address: _____

State _____

Branch _____

Acct # _____

City _____

Zip _____

Please send a copy of voided check with your signed agreement along with a current W-9.



SCHEDULE 2

OUT OF NETWORK - FEE SCHEDULE

Credit Card Type	Rate	Check all Cards to be accepted
Aircard	4.50%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

Merchant Name: _____

Printed Name of Merchant Representative: _____

Signature: _____

Date: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25.33 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135: Budget and Finance in General, adding Section 135.021 Accepting Payment. *First Reading*

Requested Action:

First Reading of Bill #25-33

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 ordinance allows the City Administrator to manage card-processing services for the City. As you can see from the previous agenda item, we have a variety of services depending on department and they change periodically for a variety of reasons. This ordinance also formalizes the City's current procedure of accepting cash, check, and ACH (bank transfer) without any service charge while passing credit card fees on to the customer. The ordinance allows staff to decide whether to impose the charge or not, which may vary by department or context (i.e. sewer rates vs. park concessions).

City Attorney Comments:

Per City Code 110.230, Bill 25-33 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS IN CHAPTER 135 BUDGET AND FINANCIAL CONTROL; SECTION 135.021 ACCEPTING PAYMENT 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 a new Section set out as follows:

Section 135.021. Accepting Payment

- A. Wherever a fee, charge, price, or cost is imposed or required in this Code, the department responsible for collecting such payment is authorized to receive payment by credit card or debit card and to recover all administrative costs connected to these transactions and convenience fees imposed by the payment-processing service under contract to process such payments.**
- B. The City Administrator is authorized to make, modify, and terminate agreements with payment-processing services. Such services shall be obtained using the informal bidding procedures described in Section 135.040(C)(2).**

Section 2. 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 3. 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 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.33 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.25.33.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 25-34 - An ordinance of the City of Osage Beach, Missouri, allowing the Mayor to sign a Memorandum of Understanding with the Village of Four Seasons to operate the Village's Warning Sirens. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #25-34

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:

Yes - We would like to get this approved as soon as possible.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The Village of Four Seasons has approached us to discuss us taking over the activation of their warning sirens. Their warning sirens are equipped with public address capabilities and the Camden County Sheriff's Office, who is currently responsible for the siren activations, is not capable of using the public address feature. Our encoder can accommodate 50 sirens. Currently, we operate eleven (11). Nine (9) of Osage Beach's sirens and two (2) of Lake Ozark's sirens. The Village will be responsible for any costs incurred on the systems so that the Osage Beach 911 Dispatch can activate the Village's sirens. There should be minimum if any additional responsibilities to dispatch staff as the sirens will be activated by the current Rapid Warn System that currently activates our sirens based on information received by the National Weather Service.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-34 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-34

ORDINANCE NO. 25.34

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF FOUR SEASONS TO OPERATE THE VILLAGE'S WARNING SIRENS.

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 sign a Memorandum of Understanding with Village of Four Seasons under substantially the same terms and conditions as the attached in "**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. 25.34 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. 25.34.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF FOUR SEASONS, MISSOURI AND THE CITY OF OSAGE BEACH, MISSOURI THE ACTIVATION OF THE VILLAGE’S OUTDOOR WARNING SYSTEM.

THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF FOUR SEASONS, MISSOURI AND THE CITY OF OSAGE BEACH, MISSOURI THE ACTIVATION OF THE VILLAGE’S OUTDOOR WARNING SYSTEM, (hereinafter, "MOU"), is made and entered into this _____ day of _____ 2025, by and between the Village of Four Seasons, Missouri, 133 Cherokee Road, Four Seasons, Missouri 65049, (hereinafter, "Village"), and the City of Osage Beach, Missouri, 1000 City Parkway, Osage Beach, Missouri 65065, (hereinafter, "City").

PURPOSE AND SCOPE:

WHEREAS, this MOU is intended to establish and clarify the roles and responsibilities of the parties hereto related to the Emergency Outdoor Warning System located within the Village at various locations, (hereinafter, "Sirens"); and

WHEREAS, the City is a political subdivision of the State of Missouri, and the Village is a political subdivision of the State of Missouri; and

WHEREAS, the parties hereto are each responsible for alerting, warning and evacuating residents within their jurisdictions, including oversight and coordination of alert and warning systems, in order to ensure consistent application of alert and warning systems; and

WHEREAS, the City and the Village are each responsible for, and have established, an Emergency Services Program as required by Missouri law and as required by their respective Code of Ordinances, to oversee and coordinate disaster preparedness and response measures; and

WHEREAS, the City and Village have installed, and are authorized to use, an Outdoor Warning System that involves one or more sirens; and the operation and testing of the sirens falls under the respective jurisdiction’s responsibility; and

WHEREAS, in the City, outdoor warning sirens are activated by the Osage Beach 911 Dispatch Center to alert residents of severe weather events like tornadoes or high-speed winds, prompting them to seek shelter and information; and

WHEREAS, although the Village owns the Sirens located within its jurisdiction at various locations, the Village lacks a central communications center and agent with which it may operate the Sirens and alert residents of severe weather events like tornadoes or high-speed winds, prompting them to seek shelter and information; and

WHEREAS, the City and Village have agreed on a Memorandum of Understanding that the City will activate the Sirens for the Village.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows: The Village owns the -Sirens and all appurtenances now constructed or constructed in the future, and the City - shall not claim, now or in the future, any property right or title to the Sirens, their appurtenances or the property where they are installed and operated. The City understands it does not have authority to activate the Alarms unless the Village, or state or federal agencies have directed it to do so. The Parties further agree to perform their obligations as set forth in this MOU and outlined below.

1. TERM:

This MOU shall become effective as of the date first written above and continue for one (1) calendar year. The parties may renew the MOU annually by written agreement.

2. CITY'S RESPONSIBILITIES:

- a. Operate the Sirens as required for emergency response activities; and
- b. When a potential emergency arises, activate the Sirens to notify people who are outside that they should seek shelter or take other protective measures; and
- c. Coordinate with the Village to test the Sirens monthly, and in accordance with dates established by the National Weather Service and the State of Missouri for statewide tornado drills, to assure the proper and continued operation of the Sirens and appurtenances; and
- d. Provide the Village with reasonable notice of any disrepair or inoperability of the Sirens; and
- e. Provide the Village with reasonable notice of any events or occurrences that may cause the Sirens not to operate, or that may cause the City to not fulfill its obligations herein; and
- f. Provide Village with reasonable notice of any required access, testing, or operation of the Sirens to be performed by the City. In the event that notification cannot be provided, the City shall provide notification as soon as is practicable after the Sirens and all appurtenances are accessed.

3. VILLAGE'S RESPONSIBILITIES:

- a. Pay the annual fee to the City as detailed herein; and
- b. Construct, or cause to be constructed, any upgrades, improvements, or modifications necessary for efficient use of the Sirens and for compliance with City, Federal, State, and local laws and regulations; and
- c. Provide the City with all plans and specifications, including studies performed related to the operation of the Sirens; and
- d. Provide the City with the mechanism to operate the Sirens (i.e., passwords or links to the system, etc.); and
- e. Perform maintenance and inspection of the Sirens and appurtenances as necessary for the continued reliable operation of the Sirens. The Village understands and acknowledges that if the Sirens are not maintained in operable condition, the Village may not be able to utilize it; and
- f. Provide access for testing and operation of the Sirens and appurtenances to the City at all reasonable times; and

g. Provide reasonable notice to the City of any activities or occurrences that impact the maintenance, operation, or access to the Sirens; and

4. TERMINATION:

This MOU may be terminated by either party upon the giving of sixty (60) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT:

The parties hereto shall not assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other parties.

6. RECORDS:

All Parties subject to this MOU shall maintain all records related to this MOU, and all parties hereto shall further maintain a record of all services or conduct in compliance with this MOU that shall provide sufficient detail to permit an evaluation or audit of the MOU. All such records shall be made available during normal business hours to authorized representatives of the City, the Village, the State of Missouri, and Federal government during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

7. COMPLIANCE WITH LAWS/POLICIES:

The parties hereto shall comply with all applicable rules and regulations and laws as set forth by federal, state or local governments.

8. RELATIONSHIP OF PARTIES:

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

9. NO THIRD-PARTY BENEFICIARIES:

The parties hereto agree it is their specific intent that no other person or entity shall be a party to or a third-party beneficiary of this MOU.

10. INDEMNIFICATION:

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

11. NOTICE:

Any and all notices, reports or other communications to be given to the parties hereto shall be given to the persons representing the respective parties at the addresses written herein.

12. PUBLIC RECORDS ACT:

The parties hereto are aware that this MOU and any documents or communications related thereto may be subject to Missouri FOIA Laws and/or the Missouri Sunshine Law and may be disclosed to members of the public upon request. It is the responsibility of the parties hereto to clearly identify information in those documents that they consider to be

confidential pursuant to Missouri law. To the extent possible, confidential information shall be held in confidence. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION:

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU shall only be modified by a written amendment hereto, executed by all parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

14. ENFORCEABILITY AND SEVERABILITY:

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. LIMITATIONS OF MOU:

This MOU is not intended, and does not, create any right or benefit, substantive, contractual, or procedural, enforceable at law or in equity, by any party against one another, or its officials, employees, or agents. Nothing in this MOU may be construed to obligate the parties to any current or future expenditure of resources. This MOU does not obligate any funds of any of the parties.

16. CAPTIONS:

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this MOU.

17. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES:

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this MOU agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the Missouri Uniform Electronic Transactions Act for executing this agreement. The parties hereto further agree that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual or wet signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the Missouri law as amended from time to time. The Missouri Uniform Electronic Transactions Act authorizes use of an electronic signature for transactions and contracts among parties in Missouri, including a government agency. Digital signature or Electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record, and said signature is intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a Digital signature or Electronic signature is a type of "electronic signature" as defined in Section 432.205(8) of the Missouri Revised Statutes. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

18. OTHER DOCUMENTS:

The parties hereto agree that they shall cooperate in good faith to accomplish the objective of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

19. CONTROLLING LAW:

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of Missouri.

20. AUTHORITY:

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of state and local law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of state and local law, including capacity and authority to amend or modify the MOU.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year first herein above written.

CITY OF OSAGE BEACH, MISSOURI

By: Mayor Michael Harmison

State of Missouri)
) ss.
County of Camden)

On this ____ day of _____ in the year 2025 before me, a Notary Public in and for said state, personally appeared Michael Harmison, Mayor of Osage Beach, Missouri, known to me to be the person who executed the within MOU in behalf of Osage Beach, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
Seal:

VILLAGE OF FOUR SEASONS, MISSOURI

By: Chairperson, Tony Baldrige

State of Missouri)
) ss.
County of Camden)

On this _____ day of _____ in the year 2025 before me, a Notary Public in and for said state, personally appeared Tony Baldrige, Chairperson of the Village of Four Seasons, Missouri, known to me to be the person who executed the within MOU in behalf of the Village and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
Seal:

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-35 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 200 Police Department; Section 200.040 Powers and Duties of Chief of Police as set forth.
First Reading

Requested Action:

First Reading of Bill #25-35

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):

Department Comments and Recommendation:

This ordinance allows Chief to sign MOUs like the previous agenda item, subject to limits on budget impact, etc.

City Attorney Comments:

Per City Code 110.230, Bill 25-35 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 200 POLICE DEPARTMENT; SECTION 200.040 POWERS AND DUTIES OF CHIEF OF POLICE 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 amendments as set forth below with new material set out in **RED** follows:

Section 200.040. Powers and Duties of Chief of Police.

- A. The Police Chief shall perform all duties required by law.
- B. The Police Chief shall be a conservator of the peace and shall be active and vigilant in the preservation of good order within the City. He/she shall have power at all times to make or order an arrest, with proper process, for any offense against the laws of the City or of the State, and to keep the offender in the City or County Jail or other proper place to prevent his/ her escape until a trial can be had before the Municipal Judge or other proper officer, unless such offender shall give a good and sufficient bond for his/her appearance for trial. The Police Chief shall also have power to make arrests without process, in all cases in which any offense against the laws of the City or of the State shall be committed in his/her presence.
- C. The Police Chief is authorized to cooperate with other law enforcement or public safety agencies (including local, state, and/or federal agencies or multi-agency task forces) to carry out his or her duties. Such cooperation may be memorialized in an appropriate Memorandum of Understanding with such other agencies at the discretion of the Police Chief, provided that such Memorandum not commit the City to any obligation which would: (a) leave the City with inadequate provision for public safety; (b) commit funds or resources of such value that would exceed the Police Chief's budgeted spending authority; or (c) otherwise circumvent the City's budget process or financial controls. Such Memoranda shall be in a form approved by the City Attorney.

Section 2. 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 3. 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 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.35 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.25.35.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Resolution 2025-10 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 for the purchase of natural gas to fuel Public Works heaters.

Requested Action:

Resolution #202X-XX

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

<u>Account Number & Title</u>	<u>Original Cost</u>	<u>Amended Cost</u>
	\$	\$
	\$	\$
	\$	\$
	\$	\$

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

The new natural gas heaters were completed in the Transportation/Water building in late December. The heaters have been installed at the main building as well but have

not been tested yet, therefore, there has been no consumption to date and there will be no consumption until the fall when the temperatures drop. We have received 3 bills so far for natural gas for the Transportation/Water building from 1/3 to 3/17 totaling \$4,262.53. The budget for each Public Works Department was \$1,000. Based on the current usage, I would estimate a cost of around \$35-\$40 per day per department to be used for this budget amendment to cover the rest of this year. Therefore the Transportation and Water Departments will need an additional \$7,000 per department. The sewer department will need an additional \$3,800.

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AN INCREASE IN BUDGET EXPENDITURES FOR THE FISCAL YEAR 2025 FOR THE PURCHASE OF NATURAL GAS TO FUEL PUBLIC WORKS HEATERS.

WHEREAS, the Transportation, Water and Sewer Departments will need additional funds to cover the estimated cost for the rest of the year; and

WHEREAS, a budget amendment is necessary for the proper administration, documentation, and increased expense referenced above.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri hereby authorizes the increase in expenditures for Transportation and Water Departments in the sum Seven Thousand Dollars (\$7,000.00) and Sewer in the sum of Thirty-Eight Hundred Dollars (\$3,800.00) in the budget for the Fiscal Year 2025 for the additional funds necessary to purchase natural gas for Public Works Heaters.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

I hereby certify that the above Resolution 2025-10 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:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-36- 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 the purchase of natural gas to fuel Public Works heaters. *First Reading*

Requested Action:

First Reading of Bill #25-36

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:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-743110

FY2025 Budgeted Amount:	\$1,000.00
FY2025 Expenditures to Date (03/17/2025):	\$(3,391.80)
FY2025 Available:	\$(2,391.81)
 FY2025 Requested Amount:	 \$7,000.00

Budget Line Item/Title: 30-00-743110

FY2025 Budgeted Amount:	\$1,000.00
FY2025 Expenditures to Date (MM/DD/YY):	\$(3,391.80)
FY2025 Available:	\$(2,391.79)
 FY2025 Requested Amount:	 \$7,000.00

Budget Line Item/Title: 35-00-743110

FY2025 Budgeted Amount: \$1,000.00

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

FY2025 Available: \$1,000.00

FY2025 Requested Amount: \$3,800.00

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-36 is in correct form.

City Administrator Comments:

The new natural gas heaters were completed in the Transportation/Water building in late December. The heaters have been installed at the main building as well but have not been tested yet, therefore, there has been no consumption to date and there will be no consumption until the fall when the temperatures drop. We have received 3 bills so far for natural gas for the Transportation/Water building from 1/3 to 3/17 totaling \$4,262.53. The budget for each Public Works Department was \$1,000. Based on the current usage, I would estimate a cost of around \$35-\$40 per day per department to be used for this budget amendment to cover the rest of this year. Therefore the Transportation and Water Departments will need an additional \$7,000 per department. The sewer department will need an additional \$3,800. I recommend approval.

BILL NO. 25-36

ORDINANCE NO. 25.36

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENDITURES, FOR THE PURCHASE OF NATURAL GAS TO FUEL PUBLIC WORKS HEATERS

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 by appropriating additional funds or reducing appropriations as follows:

	Original Budget	Amended Budget
20-00-743110	\$1,000	\$8,000
30-00-743110	\$1,000	\$8,000
35-00-743110	\$1,000	\$4,800

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:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.36 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. 25.36.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-37 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.160 Separation from Service as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-37

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):

Department Comments and Recommendation:

This ordinance update has two parts. First, it updates our separation ordinance to reflect current practice and clarify what the City Administrator may (and may not) authorize for separation agreements. Second, it includes an extra-notice provision for management team members departing the City, which was requested by Alderman Rucker.

City Attorney Comments:

Per City Code 110.230, Bill 25-37 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 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.160 SEPARATION FROM SERVICE 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 amendments as set forth below with new material set out in **RED** follows:

Section 125.160. Separation From Service. *Termination.* All non-probationary employees in the classified service may be terminated for cause at any time by the City Administrator. An employee who has been terminated shall be furnished a written statement of the reasons for such action and shall be entitled to a hearing if he/she so requests, as provided in these rules.

1. **Severance Pay and Agreement.**

- a. **If the City Administrator determines it is in the City's best interests to enter into a severance agreement with a terminated employee, the City Administrator shall document the reasons therefor in the employee's file. Such reasons may include, but need not be limited to: the need for post-employment cooperation or services from the terminated employee, release of liability, and/or confidentiality.**
- b. **All such agreements shall be in a form acceptable to the City Attorney.**
- c. **All such agreements with non-appointed employees must be approved by the City Administrator where the total cost to the City of such pay and/or benefits is within the City Administrator's purchasing authority under City Code § 135.040(B). Agreements providing for amounts exceeding that authority shall require Board approval.**
- d. **All such agreements with appointed officials shall require Board approval.**

B. Reduction In Force And/Or Hours. Under certain circumstances, it may be necessary to eliminate employee positions or reduce hours due to budgetary needs, program reductions, reorganization, changes in needs or technology, or other business needs. The City Administrator may, after appropriate work analysis and assessment, eliminate position(s) through a reduction in force or institute a reduction in hours of a position(s) due to necessity. Reduction in force may impact any employee, and terminations/layoffs of employment may be a result of the decision.

1. Reduction In Force. A "reduction in force (RIF)" is defined as a separation from employment due to the elimination of a position within a unit or department with the expectation that said position(s) are to be eliminated.
 - a. Employee(s) affected may be offered a transfer to an open position, upon

meeting the qualifications and job requirements of said position offered, to prevent or postpone a termination.

- b. Selection of employee(s) to be laid off shall be based on the needs of the City, job function, and performance.
 - c. Notification of the reduction in force and stated layoffs to the employee(s) shall be written and given as far in advance as practical and in no case less than sixty (60) calendar days of the effective date.
 - d. Employees eligible for rehire shall be placed on the employment list for up to eighteen (18) months and shall have priority hiring status. Employees shall be recalled in order as they were placed on the employment list and per job qualifications.
 - e. Employees reinstated within eighteen (18) months following the notification of said layoff may retain any unused or unpaid benefits accumulated prior to being laid off and waiting periods regarding insurance and retirement benefits, if any, per compliance with contractual agreement and laws at that time. The employment date will be reinstated to the original hire date. No leave benefits or time in grade accrues while in the laid-off status, but vacation and personal accrual rates will be assigned accordingly.
 - f. Severance Pay And Agreement. Eligible employees shall receive severance pay based on years of service upon signing a separation agreement within an applicable time frame which shall include the provision for separation, required release of claims, and applicable terms and conditions.
 - Severance pay for employees who are terminated due to a reduction in force shall be paid equivalent to one (1) week of every year of service, not to exceed twelve (12) weeks but no less than two (2) weeks.
 - (1) Additionally, employees shall receive compensation for their accrued vacation hours and comp time hours (non-exempt). In addition, seventy-five percent (75%) of accrued personal hours shall be converted to 401A retirement dollars.
 - (2) Upon termination all severance pay due shall be paid on the next regular payroll.
2. Reduction In Hours. A reduction in hours is defined as the reduction in the number of hours worked per week for any position within a unit or department with the expectation that the said reduction is not temporary in nature.
- a. Employee(s) whose hours are reduced due to a reduction of hours to no less than eighty percent (80%) of their regular hours worked per week shall retain the benefits which they were entitled to prior to the reduction of hours.
3. Exclusions. Term-limited positions where the duration of the position is defined at the time of hire does not apply as outlined in this Section 125.160(B).

C. *Resignation.*

1. An employee wishing to leave the classified service in good standing shall file with the City Administrator through his/her department manager a written resignation stating the effective date, at least two (2) weeks before leaving the service, unless such time limit is waived by the City Administrator. Failure to give notice as required by this Section shall be cause for denying future employment by the City.
2. If the employee provides two (2) weeks' notice and the City chooses not to use the services of the employee for those two (2) weeks, the employee shall receive compensation for that two (2) week period as per their normal work schedule.
3. **Additional notice for management team; incentive. Due to the critical position they occupy in the City's management structure, the City requests the following officials provide additional notice prior to resigning. Any covered employee providing the additional notice requested herein shall receive the severance payment described below. If the employee provides the requested notice and the City chooses not to use the services of the employee for that period, the employee shall receive compensation for that period in addition to the severance payment.**
 - a. The City Administrator is requested to provide six months' notice in exchange for a severance payment of four weeks' salary.
 - b. Appointed Officials and the Assistant City Administrator are requested to provide three months' notice in exchange for a severance payment of two weeks' salary.
 - c. Other department managers (Human Resources, Information Technology, Parks, Airports) are requested to provide one month's notice in exchange for a severance payment of one week's salary.

Section 2. 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 3. 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 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.37 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.25.37.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Madeline Mousseau, Human Resource Generlist
Presenter: Madeline Mousseau, Human Resource Generlist

Agenda Item:

Bill 25-38- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.220 Alcohol, Drug and Controlled Substance Abuse and Section 125.230 Supplemental Policies as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-38

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:

N/A.

Budgeted Item:

N/A.

Budget Line Information (if applicable):

No budgetary impact.

Department Comments and Recommendation:

The presented changes would propose the ability for the City to make timely changes to and enact updates to the supplemental policies of Section 125. These policies may be updated from time to time with approval of the City Administrator who shall provide copies of all policy changes to the Board and Mayor at least ten business days prior to implementing such changes. The Human Resources Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-38 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 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.220 ALCOHOL, DRUG AND CONTROLLED SUBSTANCE ABUSE AND SECTION 125.230 SUPPLEMENTAL POLICIES AS SET FORTH.

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:

Section 125.220. Alcohol, Drug and Controlled Substance Abuse.

The City of Osage Beach has an obligation to its employees to take reasonable steps to assure a drug-free and safe place to work. The City of Osage Beach also has an obligation to the citizens and to the public at large to provide quality and safe services through a policy and program prohibiting the use of illegal and controlled substances and the misuse of alcohol by City employees.

- A. The City will not tolerate the use, abuse, possession or sale of illegal and controlled substances or misuse of alcohol by any of its employees, including part-time and seasonal employees. Drug and alcohol testing will be an integral part of the City's program in order to meet the goals of providing a safe and efficient service and a safe and healthy workplace.
- B. The purpose of this policy is to assure worker fitness for duty and to protect employees and the public from the risks posed by the use of alcohol, illegal, and controlled substances. This policy is also intended to comply with all applicable Federal and State regulations governing workplace alcohol, illegal, and controlled substance abuse programs. The United States Department of Transportation (DOT) 49 CFR Part 29 the "Drug Free Work Place Act of 1988," the "Omnibus Transportation Act of 1991," and the DOT 49 CFR Part 40 requires certain reporting of certain drug-related offenses, mandates urine drug testing and breathalyzer alcohol tests for safety-sensitive positions, and other positions when so noted, and prevents performance of their functions when there is a positive test result.
- C. It is the City's policy to give in detail the prohibitions against the use of alcohol and controlled substances in the workplace; however, the City will make every effort to encourage employees to seek professional assistance when personal problems, including alcohol, illegal, and controlled substance dependency, adversely affect their ability to perform assigned duties. ~~Refer to the Drug Free Workplace Policy dated 8/21/2014.~~

Section 125.230. Supplemental Policies.

The City implements the following Supplemental Employee-Related Policies. These policies may be updated from time to time with approval of the City Administrator. The City Administrator

shall provide copies of all policy changes to the Board and Mayor at least ten business days prior to implementing such changes.

1. Secondary Employment Policy.
 2. Merit Increase Policy.
 3. Overtime/Comp Time/Flex Time Policy.
 4. College and Law Enforcement Academy Tuition Reimbursement Policy.
 5. Education Incentive Policy.
 6. Travel and Expense Policy.
 7. Uniform/Dress Policy.
 8. Donation of Leave Policy.
 9. Workers' Compensation Policy.
 10. Family Medical Leave Act (FMLA) Policy.
 11. Safety Policy.
 12. Prohibited Harassment Policy.
 13. Drug Free Workplace Policy.
 14. Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) Policy.
 15. Information Technology Acceptable Use Policy.
 16. Facility Access Policy.
 17. Vehicle and Equipment Policy.
 18. Tool Policy — Department of Public Works.
 19. Mobile Device Policy.
- B. A copy of each of these policies are held on file in City Hall and made a part hereof as if fully set forth herein.

Section 2. 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 3. 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 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.38 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.25.38.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Madeline Mousseau, Human Resource Generlist
Presenter: Madeline Mousseau, Human Resource Generlist

Agenda Item:

Bill 25-39- An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations Section 125.040 Human Resource Commission as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-39

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:

N/A

Budgeted Item:

N/A.

Budget Line Information (if applicable):

No budgetary impact.

Department Comments and Recommendation:

These changes are to revise the term length of commission members to two (2) years instead of four (4) and require a service tenure with the City of at least one year to ensure familiarity with City process and policy. Additionally, these changes will up the member participants from three (3) to four (4) for both managerial and non-managerial participants, thus ensuring a better representation of all departments. The purpose of this commission remains the same: to hear all appeals as specified in Section 125.180 and to hear and make recommendations for the rules governing the City. The Human Resources department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-39 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 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.040 HUMAN RESOURCE COMMISSION 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 amendments as set forth below with new material set out in **RED** follows:

Section 125.040. Human Resources Commission members:

1. Chairperson shall be the City Administrator or in the absence of the City Administrator, the Assistant City Administrator who shall vote only in case of a tie.
2. **Four (4)** department managers, **excluding the Human Resources Director**, who shall serve rotating **two (2)** year terms appointed by the City Administrator.
3. **Four (4)** employees **with at least one (1) year of service** who will be elected by the non- management employees and which will consist of one (1) employee from **either** the Police, **Dispatch, or Ambulance departments**, one (1) employee from the Public Works, **one (1) employee from either the** Airports or Parks and Recreation Departments, and one (1) employee from Administration (all departments not mentioned above) to serve for **two (2)** years. No person shall serve successive terms.
4. **The Human Resources Director shall attend all Commission special meetings as a subject matter expert to be available for questions or clarifications.**
5. The City Clerk shall be the Secretary.

B. *Duties Of The Commission.*

1. The Commission **shall serve as a sample group of the employee population to hear and make recommendations for** rules governing the conduct of their business and submit them to the **City Administrator for approval**. Any future rules, regulations, or amendments shall be **either** submitted to the Board for approval **or, as is the case with all supplemental policies, be implemented at the discretion of the City Administrator in accordance with Section 125.230. Supplemental Policies.**
2. The Commission shall hear all appeals as specified in Section 125.180.

C. *Meetings.* The Commission may hold special meetings upon the call of the Chairman. A majority of the members shall constitute a quorum for the transaction of business. Meetings shall be conducted informally in accordance with such rules as may be adopted by the Board. All members of the Commission shall be notified at least twenty-four (24) hours before the special meeting.

Section 2. 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 3. 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 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.39 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.25.39.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 25-40- An ordinance of the City of Osage Beach, Missouri, amending Chapter 605 Business Licenses and Regulations; Section 605.070 Fees as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-40

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:

Alderman Marose asked to have staff prepare an ordinance to increase occupational licenses from \$50 to \$65.

City Attorney Comments:

Per City Code 110.230, Bill 25-40 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 605: BUSINESS LICENSES AND REGULATIONS; SECTION 605.070 FEES AS SET FORTH.

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

Section 1. A new Chapter 605: Business Licenses and Regulations is hereby enacted to read as follows; and

Section 2. That within Section 2 above the City of Osage Beach Chapter 605 Business License and Regulations is hereby amended with new material set out in **red**.

Section 605.070. Fee

Every person engaged in any of the following listed occupations, businesses, callings, pursuits, professions or trades, or in the keeping or maintaining of any institution in this Section specified and classified, shall procure from the City an occupational license. Unless otherwise specified, the fee for such license shall be ~~fifty dollars (\$50.00)~~ **sixty-five dollars (\$65.00)**.

This schedule, includes, but is not limited to, the following;

- Airport;
- Ambulance service;
- Antique shop;
- Arts and crafts shop;
- Asphalt and rock, other road repair service, sand;
- Auction house;
- Automobile accessory dealer;
- Automobile dealer or agency (new or used cars or trucks);
- Automobile repair shop (where parts are sold);
- Automobile salvage yards;
- Bait and tackle store;
- Baker, retail;
- Banking institution;
- Barbershop (if merchandise of any kind is sold);
- Beauty shop (if merchandise of any kind is sold);
- Boat sales or repairs — marinas;
- Bookkeeping service (other than certified public accountant);
- Bowling alley;
- Bread truck (if bread and bakery products are sold and delivered);
- Buildings supply store;
- Business supply store;
- Butcher, retail;
- Carnival (per day);

Concrete or cement mixing, manufacturing or distributing plant;
Confectionery store;
Contractor;
Dairy truck (if milk or other dairy products are sold and delivered);
Dance house;
Delicatessen;
Doctor or dentist, no fee;
Druggist, retail;
Electronic supply store;
Excavating Contractor;
Exterminator;
Florist;
Grocery, retail;
Hardware, retail;
Hatchery;
Heavy equipment sales and service;
Hospital;
Hotel;
Ice cream parlor;
Ice cream truck (if merchandise is sold and delivered);
Ice dealer;
Installment agency (an installment agency is defined to be any person who conducts or carries on the business of selling goods, wares, merchandise on weekly or monthly payments);
Insurance agency maintaining an office in the City;
Junk dealer;
Kennel;
Landscaping service;
Laundromat;
Light industry;
Liquor store or tavern;
Lumber dealer;
Lunch stand or counter;
Manufacturer;
Massage establishment;
Masseuse or massage therapist;
Medical Marijuana Cultivation Facilities
Medical Marijuana Dispensary Facilities
Medical Marijuana -Infused Products Manufacturing Facilities
Medical Marijuana Testing
Merchant, retail;
Miniature golf course;
Motel or motor hotel (where merchandise of any kind is sold);
Movers;
Moving picture show or drive in theater;

Nursery stock, retail;
 Oil station, retail;
 Optical, retail;
 Peanut and popcorn stand;
 Pigeon, squab, pheasant and rabbit farm;
 Poultry dealer;
 Produce dealer;
 Produce stand and/or truck (except farmers selling their own produce);
 Radio and TV repair shop (if merchandise or parts are sold);
 Radio and TV transmission, service or repair;
 Real estate broker maintaining an office in the City;
 Real estate agent maintaining an office in the City, who is not affiliated with a real estate broker maintaining an office in the City who shall have obtained a license under this Section;
 Recreational facility or shop (where goods or services are sold);
 Resort;
 Restaurant and cafe;
 Secondhand store;
 Septic tank sales/service/cleaning;
 Shoe repair shop (if merchandise of any kind is sold);
 Skating rink;
 Soft drink stand;
 Solid waste haulers: per applicant, per vehicle;
 Tailor (if merchandise is sold);
 Tree Services
 Tin or jewelry shop;
 Travel agency;
 Truck or vehicle doing contract hauling;
 Wholesale house.

- A. In consideration for the rights, privileges and permit hereby granted, and as compensation to the City for the use of its public ways and placed by cable TV, and in lieu of all occupation and license taxes, cable TV shall, on or before the last day of January in each year in which this permit is effective, pay to the City a sum equal to two percent (2%) of the gross subscriber receipts from the sale of community antenna television service within the then existing corporation limits and the City from all consumption for the preceding twelve (12) month period ending on the last day of December. This Subsection shall not be interpreted to preclude the City from charging cable TV for regular permits and licenses including, but not limited to, building permits, electrical permits or paying out fees.

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 judgement or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses,

sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 25.40 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. 25.40.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-41 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 245 Parks and Recreation Section 245.060 Parks Sponsorship Advertising Fees as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-41

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:

After reviewing the current processes for parks sponsorship and advertising, staff determined this ordinance was not up to date – Parks had both “advertising” and “sponsorship” opportunities, but only “advertising” was covered in the ordinance. After discussing options, Parks and the City Attorney agreed on a single “sponsorship” model which is easier to understand (for the public) and operate (for staff). It also makes the ordinance more consistent with recent First Amendment rulings. Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-41 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 PARKS AND RECREATION SECTION 245.060 PARKS ~~SPONSORSHIPS~~ ADVERTISING FEES AS SET FORTH.

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 Design amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 245.060. Park ~~Sponsorships~~ Advertising

Event ~~Sponsorship~~ 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. 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 ~~Sponsorship~~ Advertising.* The City Administrator or his/her designee is authorized to accept sponsorships for the Parks and Recreation Department's programs, facilities, and events, and to recognize sponsors appropriately using signage or other City media. ~~The City's advertising program will allow businesses various opportunities to advertise at either Osage Beach City Park or Peanick Park.~~

- ~~1. Sponsorships shall be generally available to individuals and businesses provided that no recognition of a sponsor shall violate state and/or federal laws or regulations.~~
- ~~2. Sponsorships for youth-specific or youth-focused programs, facilities, or events (including but not limited to youth sports, playgrounds, Easter egg hunts, youth fishing derbies, etc.) shall not be accepted from sponsors which derive more than 60% of their gross revenues from the sale of products which cannot be consumed or purchased lawfully by minors (including but not limited to alcohol, marijuana, and tobacco/vape products).~~
- ~~3. The purpose of sponsor recognition shall be to express the City's gratitude for the sponsor's support. Recognition shall identify the sponsor only and shall not open a forum for a sponsor's message or other speech. Acceptance and recognition of a sponsorship shall not constitute an endorsement of the sponsor.~~

~~1. —Terms of agreement.~~

- ~~a. —Businesses shall contract with the City for advertising space and will be reserved on a first-come, first-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.~~

- ~~e. 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 on or before January 1 of each calendar year.~~
- ~~e. If the City has, or will acquire, naming rights to a 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 one (1) year sports board, location sign or scoreboard advertising contract pursuant to the terms and conditions set out in this Code. The City Administrator shall notify the Board of Aldermen of each contract executed under this authority and provide to the Board, the advertising copy, artwork and content approved for each advertiser. This Section shall not obligate or compel the City Administrator to execute any contract.~~

Section 2. 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 judgement 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 3. 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 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 25.41 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. 25.41.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Discussion - Staff asking for delivery of Board Packet on Monday.

Requested Action:

Discussion

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Staff are requesting that the distribution of the meeting packet be moved from Friday to Monday. The current timeline creates a significant burden, requiring extensive hours late in the week to compile all information necessary to finalize the packet. Depending on the length and complexity of the materials, occasionally staff must delay standard day-to-day operations to meet the current deadlines. Unfortunately, these delays negatively impact overall internal and external customer service. Adjusting the distribution of the packets from Friday to Monday would allow staff additional time to ensure accuracy and completeness, while supporting a more sustainable workload and continued superior customer service.

City Attorney Comments:

City Administrator Comments:

I have emailed the MCMA list and received the attached responses back showing when their packets are distributed and when their meetings are held. The majority of communities distribute their packets 3-4 days prior to the meeting. We currently distribute our packet 6 days prior to the meeting. This puts extra strain on staff and the Clerk's office and often takes away from normal daily operations. I concur with the department's recommendation.

Jurisdiction	Agenda Packet Distribution	Meeting	
Osage Beach	Friday	Thursday	6 days prior
Sunset Hills	Thursday	Tuesday	5 days prior
Platte City	Thursday	Tuesday	
Hazelwood	Friday	Wednesday	
Creve Coeur	Thursday	Monday	4 days prior
Liberty	Thursday	Monday	
Lebanon	Thursday	Monday	
Lake Ozark	Friday	Tuesday	
Perryville	Friday	Tuesday	
Cartersville	Friday	Tuesday	
Salem	Friday	Tuesday	
Valley Park	Friday	Monday	3 days prior
Festus	Friday	Monday	
Glendale	Friday	Monday	
Richmond Heights	Friday	Monday	
St. Genevieve	Monday	Thursday	
Weldon	Monday	Thursday	
West Plains	2 Friday's Before	Monday	Only have 1 meeting per month

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Devin Lake, City Administrator
Presenter: Michael Harmison, Mayor

Agenda Item:
Discussion - Board Committee's

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

The Mayor and I have discussed the idea of setting up Board Committees as outlined in the document. I believe this will help get items discussed and refined prior to putting them on a Board agenda and will allow for open communication and discussion with staff in this informal setting. Two Board members would sit on each committee and would meet twice per month to discuss future Board items and any other operational updates could be given at this time as well. I truly believe this will help with Board/Staff relationships and help build trust.

Public Works

Water

Sewer

Transportation

Engineering

Public Safety

Police

911

Ambulance

Airport

Parks

Finance/Administration

Clerk

Treasurer

HR

Administration

IT

Planning

Legal

Building

Economic Development

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Motion to allow the sale of surplus salvage at Public Works

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for disposal of assets per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

No

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

The Public Works Department has a significant pile of metal that needs to be disposed of. This metal is unfit for sale by auction or sealed bids, therefore, I recommend disposing of this material by salvage.







City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Resolution 2025-11 - A resolution appointing to Board of Directors of Osage Beach Commons Community Improvements District, Celeste Barela Alderman.

Requested Action:

Resolution #2025-11

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

RESOLUTION 2025-11

**RESOLUTION APPOINTING TO BOARD OF DIRECTORS OF THE OSAGE BEACH
COMMONS COMMUNITY IMPROVEMENT DISTRICT, CELESTE BARELA ALDERMAN**

WHEREAS, due to elections and expiration of terms the Mayor must make appointments to the Board of the Osage Beach Commons Community Improvement District; and

WHEREAS, the Board now desires to appoint Celeste Barela to the Board of Directors of the Osage Beach Commons Community Improvement District;

Celeste Barela City of Osage Beach Alderman – term expires November 9, 2028

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the appointment to the Osage Beach Commons Community Improvement District.

I hereby certify that the above Resolution 2025-11 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:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Resolution 2025-12 - A resolution appointing to Board of Directors of the Lakeport at Oasis Community Improvement District, Justin Hoffman Alderman.

Requested Action:

Resolution #2025-12

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

RESOLUTION 2025-12

**RESOLUTION APPOINTING TO BOARD OF DIRECTORS OF THE LAKEPORT AT OASIS
COMMUNITY IMPROVEMENT DISTRICT, JUSTIN HOFFMAN ALDERMAN**

WHEREAS, due to the expiration of terms must make re-appointments to the Board of the Lakeport at Oasis Community Improvement District; and

WHEREAS, the Board now desires to appoint Justin Hoffman to the Board of Directors of the Lakeport at Oasis Community Improvement District;

Justin Hoffman City of Osage Beach Alderman – term expires November 2, 2027

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the appointment to the Lakeport at Oasis Community Improvement District.

I hereby certify that the above Resolution 2025-12 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:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025

Originator:

Presenter:

Agenda Item:

Resolution 2025-13 - A resolution appointing to Board of Directors of the Beach Drive Community Improvement District, Kevin Rucker Alderman

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

RESOLUTION 2025-13

**RESOLUTION APPOINTING TO BOARD OF DIRECTORS OF THE BEACH DRIVE
COMMUNITY IMPROVEMENT DISTRICT, KEVIN RUCKER ALDERMAN**

WHEREAS, due to elections and expiration of terms the Mayor must make appointments to the Board of the Beach Drive Community Improvement District; and

WHEREAS, the Board now desires to appoint Kevin Rucker to the Board of Directors of the Beach Drive Community Improvement District;

Kevin Rucker City of Osage Beach Alderman – term expires April 6, 2027

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the re-appointments to the Beach Drive Community Improvement District.

I hereby certify that the above Resolution 2025-13 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:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 17, 2025

Originator:

Presenter:

Agenda Item:

Resolution 2025-14 - A resolution appointing to Board of Directors of the Arrowhead Community Improvement District, Phyllis Marose Alderman.

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

RESOLUTION 2025-14

**RESOLUTION APPOINTING TO BOARD OF DIRECTORS OF THE ARROWHEAD
COMMUNITY IMPROVEMENT DISTRICT, PHYLLIS MAROSE ALDERMAN**

WHEREAS, due to elections and expiration of terms the Mayor must make appointments to the Arrowhead Community Improvement District; and

WHEREAS, the Board now desires to appoint Phyllis Marose to the Board of Directors of the Arrowhead Community Improvement District;

Phyllis Marose City of Osage Beach Alderman – term expires November 11, 2025

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the appointment to the Arrowhead Community Improvement District.

I hereby certify that the above Resolution 2025-14 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:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney