

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

November 17, 2022 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

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

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

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

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meetings
October 25, 2022 Budget Workshop #1
November 1, 2022 Budget Workshop #2
November 2, 2022 Budget Workshop #3
November 3, 2022 BOA Regular Meeting
- ▶ Bills List - November 17, 2022

UNFINISHED BUSINESS

- A. Bill 22-84 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schneider Co. Inc. for the Amy Lane Roadway & Case Road Driveway Improvements Project for an amount not to exceed \$184,010. *Second Reading*
- B. Bill 22-86- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a Quit Claim Deed and three easement deeds needed for the Golfview Lane to Sea Breeze Drive Water Loop Project. *Second Reading*
- C. Bill 22-88 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 150 in the Municipal Code establishing new 45 day notice deadlines within the process for the City's consideration of redevelopment plans and tax abatements pursuant to the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri. *Second Reading*

NEW BUSINESS

- A. Bill 22-89 An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement with Tegethoff Development for payment of professional fees to facilitate the Board's consideration of the Oasis at Lakeport development proposal for TIF. CID, TDD, Chapter 100 support. *First and Second Reading*
- B. Motion to Harpers Cov Subdivision Preliminary Plat
- C. Bill 22-90 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Harpers Cov Subdivision. *First and Second Reading*
- D. Discussion - FY2023 Operating Budget Salary Expenditures
- E. Motion to Appoint Two Members to the TIF Commission by Mayor Harmison

STAFF COMMUNICATIONS

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

MAYOR'S COMMUNICATIONS

ADJOURN

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

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

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

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

MINUTES OF THE SPECIAL BUDGET WORKSHOP #1 OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
OCTOBER 25, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Budget Workshop #1 Meeting on Tuesday October 25, 2022, at 5:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Ross, Alderman Bob O'Steen, and Alderman Kevin Rucker, absent Alderman Kellie Schuman. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, City Treasurer Kerri Bell, Police Chief Todd Davis, Parks and Rec Manager Eric Gregory, Police Lt. Mike O'Day, Building Official Ron White, City Planner Cary Patterson.

NEW BUSINESS

A. FY2023 Operating Budget Draft #1 Review and Discussion

Three Budget Workshops are scheduled to discuss the FY2023 Operating Budget Draft #1. The discussion schedule for each workshop is as follows. If time is not sufficient for each workshop, the following workshop schedule will proceed accordingly, picking up where the previous workshop discussions left off until the discussion schedule is complete. Additional workshops may be added, if needed.

Workshop #1:

- Budget Summary
- Five-Year Cash Flow Estimates and Reserve Summary
- Personnel Expenditure Summary - All Funds
- Operations & Maintenance (O&M) Expenditure Summary - All Funds
- Capital Expenditure Summary - All Funds
- Debt Summary
- Capital Improvement Tax (CIT) Fund Revenues and Expenditures □ Component Unites - TIF Funds - Revenue and Expenditures

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:55 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on October 25, 2022, and approved November 17, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

MINUTES OF THE SPECIAL BUDGET WORKSHOP #1 OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 1, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Budget Workshop #2 Meeting on Tuesday November 1, 2022, at 5:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Ross, Alderman Bob O'Steen, and Alderman Kevin Rucker, and Alderman Kellie Schuman. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, City Treasurer Kerri Bell, Police Chief Todd Davis, Parks and Rec Manager Eric Gregory, Police Lt. Mike O'Day, Building Official Ron White, Economic Development Specialist Mitchell Moon, and Ambulance Supervisor Tommi Rudat.

NEW BUSINESS

A. FY2023 Operating Budget Draft #1 Review and Discussion

Workshop #2:

General Fund Revenue and Expenditures: Departmental expenditures will be reviewed by department, in chronological order.

- ✓ Board of Aldermen – No Changes
- ✓ Collector – No Changes
- ✓ City Administrator – No Changes
- ✓ City Clerk – No Changes
- ✓ City Treasurer – No Changes
- ✓ Municipal Court – No Changes
- ✓ City Attorney – No Changes
- ✓ Building Inspections – No Changes
- ✓ Building Maintenances – No Changes
- ✓ Parks and Recreations – No Changes
- ✓ Human Resources – No Changes
- ✓ Overhead – No Changes
- ✓ Police Department – No Changes
- ✓ 911 Center – No Changes
- ✓ Planning Department – No Changes
- ✓ Engineering Department – No Changes
- ✓ Information Technology – No Changes
- ✓ Emergency Management – No Changes
- ✓ Economic Development - No Changes
- ✓ Ambulance Fund Revenue and Expenditures – No Changes

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:25 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 November 1, 2022, and approved November 17, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

MINUTES OF THE SPECIAL BUDGET WORKSHOP #1 OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 2, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Budget Workshop #2 Meeting on Wednesday November 2, 2022, at 5:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Ross, Alderman Bob O'Steen, and Alderman Kevin Rucker, and Alderman Kellie Schuman. Tara Berreth, City Clerk, was present and performed the duties of that office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Police Chief Todd Davis, Building Official Ron White, Economic Development Specialist Mitchell Moon, Airport Manager Ty Dinsdale, Public Works Operations Manager Kevin Crooks.

A. FY2023 Operating Budget Draft #1 Review and Discussion

Three Budget Workshops are scheduled to discuss the FY2023 Operating Budget Draft #1. The discussion schedule for each workshop is as follows. If time is not sufficient for each workshop, the following workshop schedule will proceed accordingly, picking up where the previous workshop discussions left off until the discussion schedule is complete. Additional workshops may be added, if needed.

Workshop #3:

- Human Resources
- Transportation Fund Revenue and Expenditures – No Changes
- Water Fund Revenue and Expenditures - No Changes
- Sewer Fund Revenue and Expenditure – No Change
- Airport Funds - Lee C Fine and Grand Glaize - Revenues and Expenditures – No Changes

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:35 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 November 1, 2022, and approved November 17, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 3, 2022**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday November 3, 2022, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Tyler Becker, Alderman Richard Ross, Alderman Kellie Schuman, Alderman Phyllis Marose, Alderman Bob 'Steen and Alderman Kevin Rucker. City Clerk Tara Berreth present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Building Official Ron White, Police Chief Todd Davis, Parks and Rec Manager Eric Gregory, City Planner Cary Patterson, City Treasurer Kerri Bell, Economic Development Specialist Mitchell Moon, Airport Manager Ty Dinsdale and Cochran Engineering Dave Van Leer.

CITIZEN'S COMMUNICATIONS

Keith Cook – Alona Point – Petition the City to take over the road know as Alona Point and Grand Court

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

No unfinished business

NEW BUSINESS

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

Alderman Ross made a motion to approve the first reading of Bill 22-84. This motion was seconded by Alderman Marose. Motion passes with voice vote.

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

Alderman O'Steen made a motion to approve the first reading of Bill 22-85. This motion was seconded by Alderman Schuman. Motion passes with voice vote

Alderman Marose made a motion to approve the second reading of Bill 22-85. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 22.85 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O'Steen and Alderman Rucker. Bill 22.85 was passed and approved as Ordinance 22.85.

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

Alderman Rucker made a motion to approve the first reading of Bill 22-86. This motion was seconded by Alderman Schuman. Motion passes with voice vote

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

Alderman Ross made a motion to approve the first reading of Bill 22-87. This motion was seconded by Alderman Becker. Motion passes with voice vote.

Alderman Marose made a motion to approve the second reading of Bill 22-87. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 22.87 and to pass same into ordinance: “Ayes” Alderman Becker, Alderman Ross, Alderman Schuman, Alderman Marose, Alderman O’Steen and Alderman Rucker. Bill 22.87 was passed and approved as Ordinance 22.87.

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

Alderman Rucker made a motion to approve the first reading of Bill 22-88. This motion was seconded by Alderman O’Steen. Motion passes with voice vote.

Discussion - Osage Beach Private Road Assessment

Alderman Rucker presented a proposed check list for brining private roads into the City inventory.

STAFF COMMUNICATIONS

City Administrator Woods – going to put a discussion on the next agenda with changes for the proposed budget.

Asst. City Administrator Welty – close to coming up with a final fix for sands lift station. Once we get the final pieces from Cochran.

Cochran Van Leer - The two sidewalks are near complete. Industrial Drive is about 65% complete.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Rucker – Thank Mayor Olivarri and Mayor Lyons for back work of the Oasis at Lakeport project.

Alderman Schuman – Thank you all the Veterans and their families.

Alderman Becker – Congratulations to Cindy Leigh

Alderman O’Steen – Remind the public that the proposed project is not a done deal. This development is far from a done deal.

Alderman Marose – Going to miss Cindy Leigh. Commend staff on preparing the budget and meetings. Happy Veterans Day.

Alderman Ross – Thank you Cindy Leigh. Recognize Zach Wilbur, his approach to the business is awesome.

MAYOR'S COMMUNICATIONS

Veterans Parade

Make sure to vote on Tuesday, November 8, 2022.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:15 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on November 17, 2022, and approved December 1, 2022.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
November 17, 2022**

Bills Paid Prior to Board Meeting	\$	149,222.57
Payroll Paid Prior to Board Meeting	\$	146,728.85
SRF Transfer Prior to Board Meeting	\$	-
TIF Transfer Dierbergs-Pilots	\$	92,605.97
Bills Pending Board Approval	\$	317,856.67
Total Expenses	\$	706,414.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	3,994.00
			Fed WH	11,021.91
		INTERNAL REVENUE SERVICE	FICA	7,802.79
			Medicare	1,829.02
		ICMA	Loan Repayment	33.77
			Loan Repayment	131.36
			Loan Repayment	106.47
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Retirment 457 &	2,886.92
			Retirement 457	1,120.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	310.70
			Loan Repayments	92.92
			Loan Repayments	215.76
			Loan Repayments	113.03
			Loan Repayments	127.21
			Loan Repayments	115.98
			Retirment Roth IRA %	51.74
			Retirement Roth IRA	327.00
		FOUR SEASONS PLUMBING, LLC	REFUND HOLIDAY LIGHTS OVRP	125.00
		HSA BANK	HSA Contribution	402.50
			HSA Family/Dep. Contributi	1,463.91
		ONE TIME VENDOR	OB-296	<u>78.94</u>
			TOTAL:	33,072.19
Mayor & Board	General Fund	SCHUMAN, KELLIE	MEDICAL REIMB 2022-2023	<u>250.00</u>
			TOTAL:	250.00
City Administrator	General Fund	WELTY, MIKE	MPR TRAVEL EXP	121.50
			FICA	621.19
		INTERNAL REVENUE SERVICE	Medicare	145.28
			Retirement 401%	103.09
		ICMA	Retirement 401	618.59
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,797.15
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	189.99
			Medicare	44.44
		ICMA	Retirement 401%	31.84
			Retirement 401	191.02
		HSA BANK	HSA Family/Dep. Contributi	75.00
			POSTAGE RESERVE	<u>700.00</u>
		THE PITNEY BOWES BANK INC		
			TOTAL:	1,232.29
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	579.97
			Medicare	135.64
		ICMA	Retirement 401%	95.93
			Retirement 401	575.55
		HSA BANK	HSA Contribution	18.76
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,555.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	90.83
			Medicare	21.24
		ICMA	Retirement 401%	15.28
			Retirement 401	91.71
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	294.06
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	381.02
			Medicare	93.28
		ICMA	Retirement 401%	65.19
			Retirement 401	391.13
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,005.62
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	491.56
			Medicare	114.96
		ICMA	Retirement 401%	82.13
			Retirement 401	492.83
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>187.50</u>
			TOTAL:	1,407.84
Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	253.80
		INTERNAL REVENUE SERVICE	FICA	62.47
			Medicare	14.61
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 9/16-10/17/22	30.00
		B & H CLEANING	CITY HALL JANITORIAL SERVI	<u>2,136.69</u>
			TOTAL:	2,502.03
Parks	General Fund	ALLIED SERVICES LLC	PARK TRASH SERVICE	124.76
		INTERNAL REVENUE SERVICE	FICA	431.74
			Medicare	100.98
		ICMA	Retirement 401%	37.95
			Retirement 401	420.69
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	46.83
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	8.80
		AMEREN MISSOURI	CP MAINT BLDG 9/15-10/13/2	38.48
			CP #2 DISPLAY C 9/15-10/13	11.51
			CP SOCCER FIELDS 9/15-10/1	122.24
			CP #2 DISPLAY D 9/15-10/13	11.51
			CP BALL FIELDS 9/15-10/13/	724.63
			CP #2 DISPLAY B 9/15-10/13	12.53
			CP #2 DISPLAY A 9/15-10/13	11.51
		HSA BANK	HSA Contribution	150.00
		GREGORY, FREDERICK	MPR CONFERENCE CHARGES	<u>217.50</u>
			TOTAL:	2,471.66
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	417.72
			Medicare	97.68
		LEIGH, CINDY	REIMB MILEAGE & MEALS- MPR	208.75
			RETIREMENT GIFT	550.00
		ICMA	Retirement 401%	7.28
			Retirement 401	43.65
			Retirement PTO Conversion	9,341.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DUNHAM, LOYD	REIMB SAFETY GLASSES-DUNHA	375.74
		WHITE, APRIL	REIMB MPR GRATUITY-A. WHIT	3.00
		HSA BANK	HSA Contribution	<u>18.74</u>
			TOTAL:	11,063.99
Police	General Fund	TAYLOR, TIM	REIMB VEHICLE REG- T. TAYL	30.25
		INTERNAL REVENUE SERVICE	FICA	3,419.79
			Medicare	799.79
		ICMA	Retirement 401%	487.12
			Retirement 401	3,032.41
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	975.00
		MENARDS COMMERCIAL	MINI FRIDGE AND STRAPS	199.97
		CAPITAL ONE, N.A.	CANDY- HALLOWEEN EVENTS	21.96
		OWENS, STEVEN	REIMB MILEAGE ON CALL-S. O	<u>24.63</u>
			TOTAL:	9,215.92
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 10/23/22	1,042.05
		INTERNAL REVENUE SERVICE	FICA	611.67
			Medicare	143.05
		ICMA	Retirement 401%	65.61
			Retirement 401	493.61
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 10/21-11/2	121.77
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,590.26
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	230.24
			Medicare	53.85
		ICMA	Retirement 401%	38.73
			Retirement 401	232.38
		HSA BANK	HSA Family/Dep. Contributi	<u>112.50</u>
			TOTAL:	667.70
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	154.37
			Medicare	36.10
		ICMA	Retirement 401%	25.99
			Retirement 401	155.95
		AT&T INTERNET/IP SERVICES	PART INTERNET 10/11/22	823.72
			LCF INTERNET 10/11/22	1,243.07
			CH INTERNET 10/19/22	1,670.92
			GG INTERNET 10/11/22	769.14
		HSA BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,954.26
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	120.23
			Medicare	28.12
		ICMA	Retirement 401%	19.39
			Retirement 401	116.35
		CAPITAL ONE, N.A.	MATERIALS FOR 2022 FALL FE	103.66
		MOON, MITCHELL	CC LEADERSHIP MILEAGE-MOON	48.25
			MTG WITH CC OFFICES- MOON	16.25
			LOREDC MEETING- MOON	<u>26.00</u>
			TOTAL:	478.25
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	519.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,198.74
			FICA	995.06
			Medicare	232.72
		ICMA	Retirment 457 &	146.53
			Retirement 457	34.00
		HSA BANK	HSA Contribution	100.00
			HSA Family/Dep. Contributi	<u>35.82</u>
			TOTAL:	3,262.76
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	67.83
		INTERNAL REVENUE SERVICE	FICA	995.06
			Medicare	232.73
		ICMA	Retirement 401%	94.06
			Retirement 401	564.48
		CARD SERVICES 0248	HIGH VIS AND BIBS	415.94
			BOOTS	194.99
			STEEL PLATED SQ PAINT MACH	3.49
			HIGH VIS AND BIBS	139.98
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	1.10
		PHILLIPS, MITCHELL	REIMB MEALS MACTO-M. PHILL	70.00
		AMEREN MISSOURI	5757 CHAPEL SVC 9/14-10/13	183.69
		AMEREN MISSOURI	1075 NICHOLS LTS 9/14-10/1	176.57
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	275.25
		LONG IV, ROBERT W	MEALS MACTOS CONF 10/17-19	70.00
		PATTERSON, JOHN	MEALS MACTOS CONF 10/17-19	70.00
		MERICAL, RICHARD	MEALS MACTOS CONF 10/17-19	70.00
		B & H CLEANING	PW-TRANS JANITORIAL SERVIC	371.10
		MENARDS COMMERCIAL	SUPPLIES	12.37
			COFFEE & ICE MACHINE	24.40
		BECKMAN, SARA	MEALS MACTOS CONF 10/17-19	70.00
		LUCERO, PRESTON	REIMB MEALS MACTO- LUCERO	<u>70.00</u>
			TOTAL:	4,285.54
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	620.62
		INTERNAL REVENUE SERVICE	Fed WH	1,680.36
			FICA	991.18
			Medicare	231.80
		ICMA	Retirment 457 &	343.10
			Retirement 457	146.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>54.80</u>
			TOTAL:	4,105.36
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	67.83
		GOEHRI, GEORGE	NOV INSURANCE PREMIUM	59.25
		INTERNAL REVENUE SERVICE	FICA	991.18
			Medicare	231.80
		POSTMASTER	NOV UTILITY BILLING POSTAG	550.00
			OCT 2022 UTILITY BILL POST	550.00
		ICMA	Retirement 401%	162.72
			Retirement 401	976.43
		MO DEPT OF NATURAL RESOURCES	DS-II CERT T. STOUFER	60.00
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	1.10
		AMEREN MISSOURI	5757 CHAPEL SVC 9/14-10/13	183.69
		AMEREN MISSOURI	6186 FIRE ST WELL 9/29-10/	3,569.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LK RD 54-59 WELL 9/27-10/2	34.80
			SWISS VLG WELL 9/28-10/27/	526.43
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	162.00
		B & H CLEANING	PW-WATER JANITORIAL SERVIC	371.10
		WILBER, ZACHARY	MILEAGE RIEMB 10/15-10/21/	90.00
		MENARDS COMMERCIAL	SUPPLIES	12.37
			COFFEE & ICE MACHINE	24.41
			SHOP SWITCH COVER	2.59
			COFFEE POT PLUMBING	71.37
		SCHILEY, PAUL	MILEAGE REIMB 10/22-10/28/	52.50
			TOTAL:	8,901.52
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	429.49
		INTERNAL REVENUE SERVICE	Fed WH	863.38
			FICA	942.71
			Medicare	220.48
		ICMA	Retirement 457 &	101.62
			Retirement 457	58.00
		HSA BANK	HSA Family/Dep. Contributi	119.80
			TOTAL:	2,735.48
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	67.84
		INTERNAL REVENUE SERVICE	FICA	942.71
			Medicare	220.47
		POSTMASTER	NOV UTILITY BILLING POSTAG	550.00
			OCT 2022 UTILITY BILL POST	550.00
		ICMA	Retirement 401%	116.78
			Retirement 401	837.28
		CARD SERVICES 0248	HIGH VIS AND BIBS	250.97
			BIBS	84.99
			BOOTS	369.98
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.25
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,532.67
			500 ST MORITZ S/P 9/18-10/	16.48
			5757 CHAPEL L/S 9/14-10/13	14.35
			HAWTHORN DR L/S 9/22-10/23	62.94
			5757 CHAPEL SVC 9/14-10/13	183.69
			253 W END L/S 9/14-10/13/2	16.87
			5676 ROCKWOOD L/S 9/22-10/	12.67
			GRINGER PUMPS & LIFT STATI	7,365.77
			5874 HWY 54 9/27-10/26/22	13.69
			1075 RUNABOUT 9/26-10/25/2	13.19
			GRINDER PUMPS & LIFT STATI	4,268.66
			GRINDER PUMPS & LIFT STATI	6,038.16
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	462.75
		B & H CLEANING	PW-SEWER JANITORIAL SERVIC	371.11
		MENARDS COMMERCIAL	DOUBLE PAYMENT ERROR	31.99-
			DOUBLE PAYMENT ERROR	9.97-
			DOUBLE PAYMENT ERROR	34.53-
			SHOP PARTS	50.08
			REPAIR OF SYSTEM	269.97
			SUPPLIES	12.37
			SANDS	165.01
			QUICK LINK AND ADAPTERS	96.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CAPE ROYAL	20.71
			LS 56-2	179.39
			LS 56-2	13.98
		CAPITAL ONE, N.A.	CLIP BOARDS- PW	<u>52.36</u>
			TOTAL:	26,186.93
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	470.00
		INTERNAL REVENUE SERVICE	Fed WH	1,036.20
			FICA	963.99
			Medicare	225.45
		ICMA	Loan Repayment	134.33
			Loan Repayment	156.06
			Retirement 457 &	169.55
		HSA BANK	HSA Family/Dep. Contributi	<u>45.00</u>
			TOTAL:	3,200.58
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	963.99
			Medicare	225.45
		ICMA	Retirement 401%	98.80
			Retirement 401	704.99
		AMBULANCE REIMBURSEMENT SYSTEMS INC	OCT AMBULANCE REIMBURSEMEN	1,993.27
		HSA BANK	HSA Family/Dep. Contributi	300.00
		CAPITAL ONE, N.A.	CANDY- HALLOWEEN EVENTS	<u>21.96</u>
			TOTAL:	4,308.46
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	183.00
		INTERNAL REVENUE SERVICE	Fed WH	257.07
			FICA	337.60
			Medicare	78.96
		ICMA	Retirement 457 &	25.31
			Retirement 457	45.00
			Loan Repayments	74.35
			Loan Repayments	30.39
			Loan Repayments	<u>37.15</u>
			TOTAL:	1,068.83
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	65.79
		AMEREN MISSOURI	LCF RUNWAY LTS 9/30-10/31/	44.89
			AP FIREHOUSE 9/30-10/27/22	33.28
		INTERNAL REVENUE SERVICE	FICA	337.60
			Medicare	78.96
		ICMA	Retirement 401%	41.78
			Retirement 401	328.62
		DISH NETWORK	SERV 10/29-11/28/22	87.08
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
		CRAWFORD, MURPHY & TILLY INC	LCF APRN 20-046B-1 8/27-9/	7,887.87
		OVERHEAD DOOR CO OF CENTRAL MO	INSTALL LOOPS & KEYPAD- AP	4,882.50
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		B & H CLEANING	GG JANITORIAL SERVICES	219.38
		CAPITAL ONE, N.A.	ICE	<u>16.20</u>
			TOTAL:	14,265.44
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	46.00
		INTERNAL REVENUE SERVICE	Fed WH	222.98
			FICA	218.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	51.07
		ICMA	Retirement 457 &	11.22
			Retirement 457	30.00
		HSA BANK	HSA Family/Dep. Contributi	<u>25.00</u>
			TOTAL:	604.64
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 9/23-10/24/	37.93
		ALLIED SERVICES LLC	GG TRASH SERVICE	65.79
		AMEREN MISSOURI	GG AP HANGAR 9/27-10/26/22	43.66
			GG TBLC EXT D 9/27-10/26/2	158.69
			GG AP SHOP 9/27-10/26/22	17.27
			957 AIRPORT RD 9/27-10/26/	11.78
			GG AP HANGAR 9/27-10/26/22	12.35
			GG AP HANGAR 9/27-10/26/22	18.20
			GG AP SLEEPY 9/27-10/26/22	112.78
		INTERNAL REVENUE SERVICE	FICA	218.37
			Medicare	51.07
		ICMA	Retirement 401%	22.20
			Retirement 401	221.99
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 101/16-11/15/	108.22
		HEDRICK MOTIV WERKS LLC	BATTERY & SNOW PLOW- 2005	98.07
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		HSA BANK	HSA Family/Dep. Contributi	105.00
		B & H CLEANING	LCF JANITORIAL SERVICES	<u>430.62</u>
			TOTAL:	1,737.96

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

10	General Fund	74,559.07
20	Transportation	7,548.30
30	Water Fund	13,006.88
35	Sewer Fund	28,922.41
40	Ambulance Fund	7,509.04
45	Lee C. Fine Airport Fund	15,334.27
47	Grand Glaize Airport Fund	2,342.60

 GRAND TOTAL: 149,222.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	COLUMBIA CAPITAL MANAGEMENT LLC	BOA TRAINING	<u>408.87</u>
			TOTAL:	408.87
City Administrator	General Fund	GFI DIGITAL	TONER	<u>293.00</u>
			TOTAL:	293.00
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	TONER & 2023 CALENDARS	<u>83.75</u>
			TOTAL:	83.75
Municipal Court	General Fund	OMNIGO SOFTWARE	OMNIGO RMS SVC 12/2022-11/	1,980.00
		SMITH, GARY L	OCT MUNICIPAL JUDGE SERVIC	<u>1,763.16</u>
			TOTAL:	3,743.16
City Attorney	General Fund	THOMSON REUTERS - WEST	JURY INSTRUCTIONS	<u>43.35</u>
			TOTAL:	43.35
Building Inspection	General Fund	JOE MACHENS FORD	2022 FORD F-150	27,707.00
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
		AMAZON CAPITAL SERVICES INC	CABLES FOR MONITOR- L. DUN	27.09
			OFFICE CHAIR- L. DUNHAM	199.00
			TABLET HOLDERS- BLDG VEHIC	58.78
			SMART MONITOR- L. DUNHAM	597.17
			FLOOR LINER-2022 F-150	<u>73.15</u>
			TOTAL:	28,663.55
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- T. BECKER	24.46
			DOOR PLATE- N. CHAMBERLAIN	21.16
			DOOR PLATE- C. LAIDLAW	21.16
			DESK PLATE- N. CHAMBERLAIN	23.56
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	69.90
		MIDSTATE SIGN CORP	REPAIR ON CH NEON SIGN	355.45
		AB PEST CONTROL INC	CH PEST CONTROL	135.00
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			CH FLOOR MATS	78.88
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS	44.31
			BATHROOM TOWELS	67.96
		AMAZON CAPITAL SERVICES INC	BRACKETS- FIRE EXTINGUISHE	37.98
		GEO SERVICES LLC	LEAK REPAIR- HVAC	<u>1,100.00</u>
			TOTAL:	1,984.28
Parks	General Fund	PURCELL TIRE & RUBBER CO	TIRES- KUBOTA	197.15
		D&R MATERIALS	TOPSOIL	305.00
		O'REILLY AUTOMOTIVE STORES INC	SEA FOAM,FUEL STBLZR,SEAT	112.95
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 5/1-5/31/20	105.00
			SOLAR SALT	53.95
			WATER SOFTENER 10/1-10/31/	105.00
			SOLAR SALT	4.00
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.60
		COCHRAN ENGINEERING	OSAGE BEACH PRK MSTR PLAN	<u>14,550.00</u>
			TOTAL:	15,436.65
Human Resources	General Fund	PERSONNEL CONCEPTS	LABOR LAW POSTERS	<u>20.90</u>
			TOTAL:	20.90
Overhead	General Fund	CRAMER MARKETING	W-2 FORMS,1099 FORMS,ENVEL	<u>189.72</u>
			TOTAL:	189.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- 2010 FORD FUSION	556.12
		THE FINISHING TOUCH COMPANY	STRIPES & LETTERING- PD 27	1,180.00
		APPLIED CONCEPTS	LIDAR GUN	2,340.00
		LEON UNIFORM CO INC	UNIFORM & ACCESSORIES-PHIL	223.99
		SUN BADGE CO	BADGES FOR PD	1,372.87
		O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT BULB- PD 32	7.99
		HEDRICK MOTIV WERKS LLC	SPARK PLUGS,WIPERS- PD 18	331.63
			BRAKE PADS- PD 18	174.00
			OIL CHNG,AIR FLTR,WIPERS-P	201.21
		STAPLES BUSINESS ADVANTAGE	TONER,AIR DSTER,PPR,FLASH	<u>335.76</u>
			TOTAL:	6,723.57
911 Center	General Fund	NATL EMERGENCY NUMBER ASSOC	2023 NENA MEMB- D. MORLEY	725.00
		OMNIGO SOFTWARE	OMNIGO RMS SVC 12/2022-11/	65,309.97
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 11/1-11/3	<u>4,065.00</u>
			TOTAL:	70,099.97
Planning	General Fund	AMAZON CAPITAL SERVICES INC	BLUE PENS	<u>18.85</u>
			TOTAL:	18.85
Engineering	General Fund	LAKE SUN LEADER 81525 & 1586450	RFQ- ENGINEERING SVCS	<u>102.20</u>
			TOTAL:	102.20
Information Technology	General Fund	TYLER TECHNOLOGIES INC	BL ONLINE FEE 11/2022-10/2	600.00
			UB ONLINE FEE 11/2022-10/2	816.00
			INCODE SUPPORT- RECEIPT PR	<u>270.19</u>
			TOTAL:	1,686.19
Emergency Management	General Fund	AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	<u>270.00</u>
			TOTAL:	270.00
Transportation	Transportation	CAPITAL MATERIALS LLC	ASPHALT MIX	676.00
		GRAINGER INC	VALVES,SEPARATORS,GAUGES	207.40
		MO ONE CALL SYSTEM INC	LOCATES	52.08
		O'REILLY AUTOMOTIVE STORES INC	FILTERS- MILLER WELDER	41.58
			FUEL FILTER & CLEANING WIP	36.21
			BATTERY TRMNL & FUEL FILTE	11.93
		BUTLER SUPPLY CO	BULB RECYCLE	51.00
		CROWN POWER & EQUIPMENT	ASSEMBLY PUMP- SKID STEER	179.31
		DAM STEEL SUPPLY	ALUMINUM TREAD PLATES	58.68
		MAGRUDER LIMESTONE CO INC	1" CLEAN	39.88
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	177.94
			TRANS DEPT FLOOR MATS	10.33
			TRANSPD DEPT UNIFORM RENTA	1.10
			TRANS DEPT UNIFORMS	177.94
			TRANS DEPT FLOOR MATS	10.33
			TRANS DEPT UNIFORMS	165.40
			TRANS DEPT FLOOR MATS	10.33
		MEYER ELECTRIC CO INC	SVC CALL- TRAFFIC LIGHTS	421.50
			SIGNAL REPAIR- WALMART	421.50
		WILLARD ASPHALT PAVING INC	ASPHALT	775.20
		AMAZON CAPITAL SERVICES INC	2 UTILITY DOLLY KARTS	96.00
			LIGHTS- MACE RD	95.96
			FORKS, SPOONS,CUPS,CABLE C	30.77
			COPY PAPER,RULER,FILE FOLD	29.76
			SAFETY VESTS	47.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRASH CANS	26.98
			SIDE STEPS- TRK 62	65.80
			SAFETY CHAPS	104.40
			TRASH BAGS	41.64
			JERSEY GLOVES	39.84
		COCHRAN ENGINEERING	EAST OB PKWY #2 LOR22-273	17,164.50
			INDUSTRIAL DR PRJCT SUPP #	10,843.00
		COUNTY LINE MACHINE	REPAIR ON TRACTOR & BOOM M	284.00
		REEVES-WIEDEMAN COMPANY	LATE CHARGES	2.10
		PINKLEY SALES CO	GREEN STREET LIGHTS- PKWY	162.42
		THE BUILDERS' ASSOCIATION	CHNSAW & LOCK OUT TRNG	300.00
		NICK'S TRUE VALUE HARDWARE	BOX OF SCREWS	9.29
			TOTAL:	32,869.12
Water	Water Fund	USABUEBOOK	LEAK DYE	111.25
			DRUM PUMP KIT	694.71
		GRAINGER INC	VALVES,SEPARATORS,GAUGES	207.40
		MO ONE CALL SYSTEM INC	LOCATES	52.09
		SCHULTE SUPPLY INC	1.5 INCH WATER METERS	1,859.85
		O'REILLY AUTOMOTIVE STORES INC	EPOXY	8.99
		BUTLER SUPPLY CO	BULB RECYCLE	51.00
		DAM STEEL SUPPLY	ALUMINUM TREAD PLATES	58.68
		CORE & MAIN LP	WTR PARTS FOR INVENTORY	2,443.62
			PARTS FOR LAKE OZARK INTER	480.78
		CINTAS CORPORATION	WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORM RENTAL	1.10
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.32
			WATER DEPT UNIFORMS	129.82
			WATER DEPT FLOOR MATS	10.33
		AMAZON CAPITAL SERVICES INC	2 UTILITY DOLLY KARTS	96.00
			WORK BOOTS- J. LUTTRELL	264.95
			WORK BOOTS- T. STOUFER	179.95
			STARTER ASSEMBLY	31.13
			FORKS, SPOONS,CUPS,CABLE C	37.27
			COPY PAPER,RULER,FILE FOLD	29.76
			TRASH CANS	26.98
		REEVES-WIEDEMAN COMPANY	PARTS FOR WELL PLUMBING	84.73
			LATE CHARGES	2.10
		THE BUILDERS' ASSOCIATION	CHNSAW & LOCK OUT TRNG	300.00
			TOTAL:	7,442.77
Sewer	Sewer Fund	USABUEBOOK	BIO BLOCK & DRAIN OPENER	1,792.38
			JETTER USB CLEANING 3D	821.95
			NOZZLE EXTENSION	72.95
		ELECTRIC CONTROLS COMPANY INC	SVC CALL- SANDS	2,192.50
			SCADA DIALER & EQUIP SVCS	48,664.99
		GRAINGER INC	VALVES,SEPARATORS,GAUGES	207.40
			AIR FILTERS	84.48
		MO ONE CALL SYSTEM INC	LOCATES	52.08
		MUNICIPAL EQUIPMENT CO	30-06 REPLACEMENT PUMP	15,333.31
			START RELAYS & VALVES	3,817.21
		O'REILLY AUTOMOTIVE STORES INC	TERMINAL CONCTRS & DISCONC	17.76
			SIGNAL LIGHT- TRK 71	7.19
		BOWLING ELECTRIC MACHINE	CAPACITORS	92.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CAPACITORS	300.00
		BUTLER SUPPLY CO	BULB RECYCLE	51.00
		DAM STEEL SUPPLY	ALUMINUM TREAD PLATES	58.70
		CORE & MAIN LP	PVC & GLUE- INDUSTRIAL DRI	168.08
		PRECISION AUTO & TIRE SERVICE LLC	STATE INSPECTION- TRK 65	12.00
		BIG O TIRES AND SERVICE CENTERS	BRAKES- TRK 70	1,457.31
			BRAKES- TRK 67	1,068.84
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	211.89
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORM RENTAL	1.25
			SEWER DEPT UNIFORMS	211.89
			SEWER DEPT FLOOR MATS	10.33
			SEWER DEPT UNIFORMS	217.53
			SEWER DEPT FLOOR MATS	10.32
		MEYER ELECTRIC CO INC	REPLACE MTR POLE @ L/S ME3	5,912.00
		AMAZON CAPITAL SERVICES INC	LIGHT BAR,TRK LIGHTS,WHEEL	439.55
			2 UTILITY DOLLY KARTS	96.00
			FORKS, SPOONS,CUPS,CABLE C	37.28
			COPY PAPER,RULER,FILE FOLD	29.76
			TEST PROBES	49.98
			TRASH CANS	26.98
		REEVES-WIEDEMAN COMPANY	PARTS FOR REPAIR- L/S 372	429.18
			PVC- CANYON DR	10.24
			PVC- MALIBU SHORES	14.03
			PVC- 1138 REDBUD RD	10.24
			LATE CHARGES	2.11
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT @ MOONGATE	190.00
		THE BUILDERS' ASSOCIATION	CHNSAW & LOCK OUT TRNG	300.00
		NICK'S TRUE VALUE HARDWARE	PARTS FOR SEWER DEPT	7.47
		MCMASTER-CARR	VALVES & STEEL PIPE NIPPLE	1,148.66
		RAIN FOR RENT	RENTAL- SANDS/BASIN RD	8,913.47
			TOTAL:	94,562.62
Ambulance	Ambulance Fund	PRECISION AUTO & TIRE SERVICE LLC	ROTATE TIRES- M8	42.00
		LAKE WEST AMBULANCE	MEDICAL SUPPLIES	90.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	55.44
			MEDICAL SUPPLIES	43.15
			MEDICAL SUPPLIES	156.74
			MEDICAL SUPPLIES	38.28
			TOTAL:	425.61
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	292 GAL LCF UNLEADED GAS	1,080.11
		NAEGLER OIL CO	3,998 GAL LCF JET FUEL	17,997.23
			7,202 GAL LCF JET FUEL	29,522.44
		LAKE OF THE OZARKS CONVENTION & VISITO	AIRPORT ADVERTISING	647.50
		CINTAS CORPORATION	LCF UNIFORM RENTAL	8.99
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 11/1-2/28/202	2,850.00
			TOTAL:	52,106.27
Grand Glaize Airport	Grand Glaize Airpo	LAKE OF THE OZARKS CONVENTION & VISITO	AIRPORT ADVERTISING	647.50
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		NICK'S TRUE VALUE HARDWARE	CABLES & ROPE CLIP	26.22
			ELECTRICAL BOX & COVER	4.58
			TOTAL:	682.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	129,768.01
20	Transportation	32,869.12
30	Water Fund	7,442.77
35	Sewer Fund	94,562.62
40	Ambulance Fund	425.61
45	Lee C. Fine Airport Fund	52,106.27
47	Grand Glaize Airport Fund	682.27

GRAND TOTAL:		317,856.67
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TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

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

Second Reading

Requested Action:

Second Reading of Bill #22-84

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

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

FY2022 Requested Amount:	\$49,763
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Budget Line Item/Title: 20-00-773210 Special Road District Projects

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

FY2022 Requested Amount:	\$134,247
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Department Comments and Recommendation:

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

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

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

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

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

I recommend approval.

City Attorney Comments:

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

City Administrator Comments:

The first reading was read and approved on November 3, 2022.

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

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

The FY2023 Operating Budget Draft #1, currently in review, shows both projects included as budgeted to be completed in FY2022. Due to new information as to the timing of the projects, both will be carried over into the FY2023 Operating Budget in the Draft #2 budget as approved in this Bill.

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

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

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

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

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

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

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

READ FIRST TIME: November 3, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.84 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.84.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

Amy Lane Roadway Improvements & Case Road Driveway Improvements

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

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

Exhibit A

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID FORM

Page 28 of 99

Amy Lane Roadway Improvements & Case Road Driveway Improvements

BASE BID – AMY LANE IMPROVEMENTS

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

134,254.00
TB

BASE BID – CASE ROAD DRIVEWAY IMPROVEMENTS

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

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

Amy Lane Roadway Improvements & Case Road Driveway Improvements

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

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

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

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

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

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

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Amy Lane Roadway Improvements & Case Road Driveway Improvements

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Don Schnieders Excavating Company, Inc.

Name of Corporation

By Donald E. Rhea President
Signature & Title

Donald E. Rhea,

Typed or Printed Name

ATTEST:

Kristy L. Libbert
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Kristy L. Libbert

Typed or Printed Name

Business Address of Bidder: _____

1307 Fairgrounds Road

Jefferson City, MO 65109

Telephone No. (573)893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Donald E. Rhea

1307 Fairgrounds Road, Jefferson City, MO 65109

Secretary Bruce L. Bax

1307 Fairgrounds Road, Jefferson City, MO 65109

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



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

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

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



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

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

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

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

Requested Action:

Second Reading of Bill #22-86

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

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

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

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

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

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

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

I recommend Approval.

City Attorney Comments:

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

City Administrator Comments:

The first reading was read and approved on November 3, 2022. I concur with the department's recommendation.

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

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

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

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

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

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

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

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

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

I hereby certify that the above Ordinance No. 22.86 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.86.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Exhibit "A"

QUIT CLAIM DEED

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

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

Party or parties of the first part, and

Antler Ridge Trading Company, LLC

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

Party or parties of the second part.

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

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

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

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

Name

Name

Notary Certificate

State of _____}

County of _____} ss.

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

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

Notary Public

Exhibit "B"

EASEMENT DEED

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

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

a permanent Public Utility Service Easement to:

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

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

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

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

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

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

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

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

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

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

Grantor

_____ (signed)

_____ (printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

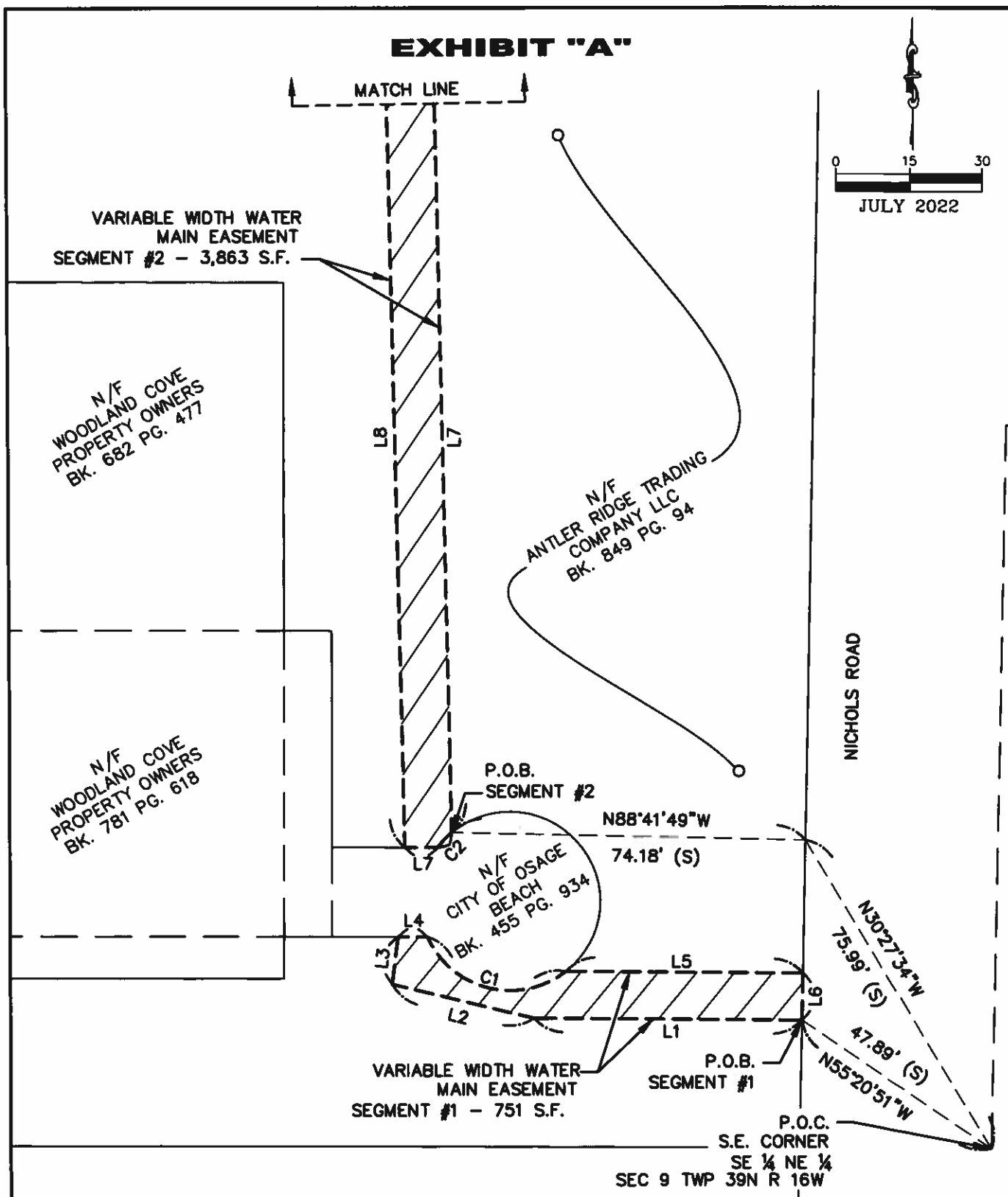
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

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

My Term Expires: _____

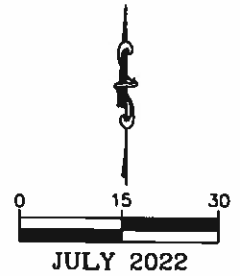
Notary Public

EXHIBIT "A"



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

EXHIBIT "A-1"



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

COBBLESTONE DRIVE

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

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

MATCH LINE

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

EXHIBIT "A-2"

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

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

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

EXHIBIT B

19-7990

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

JULY 28 2022

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

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

EXHIBIT B-1

19-7990

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

JULY 28, 2022

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

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

Exhibit C"

EASEMENT DEED

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

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

a permanent Public Utility Service Easement to:

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

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

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

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

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

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

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

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

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

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

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

Grantor

_____(signed)

_____(printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

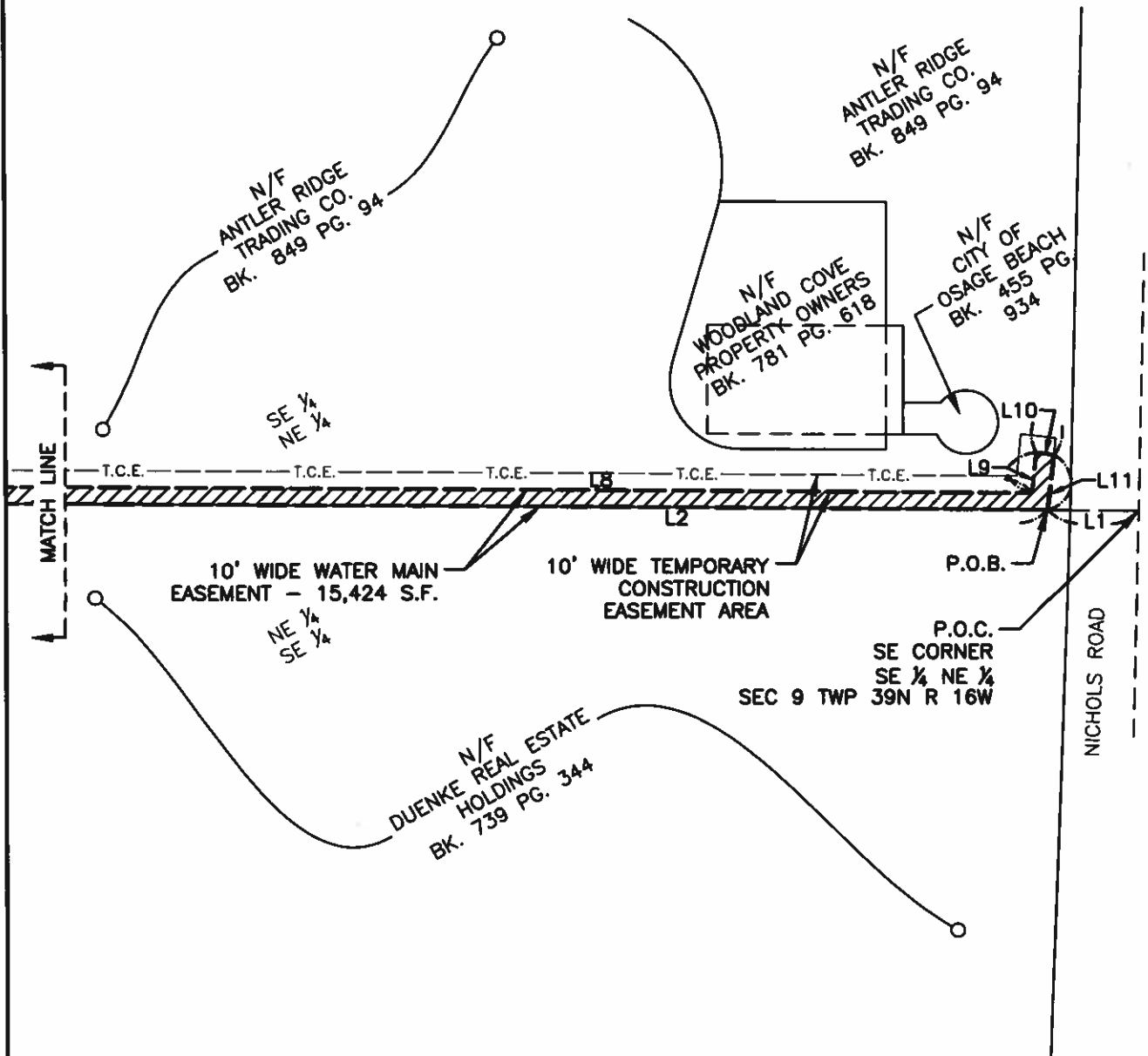
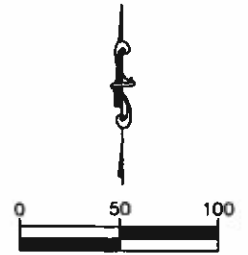
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

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

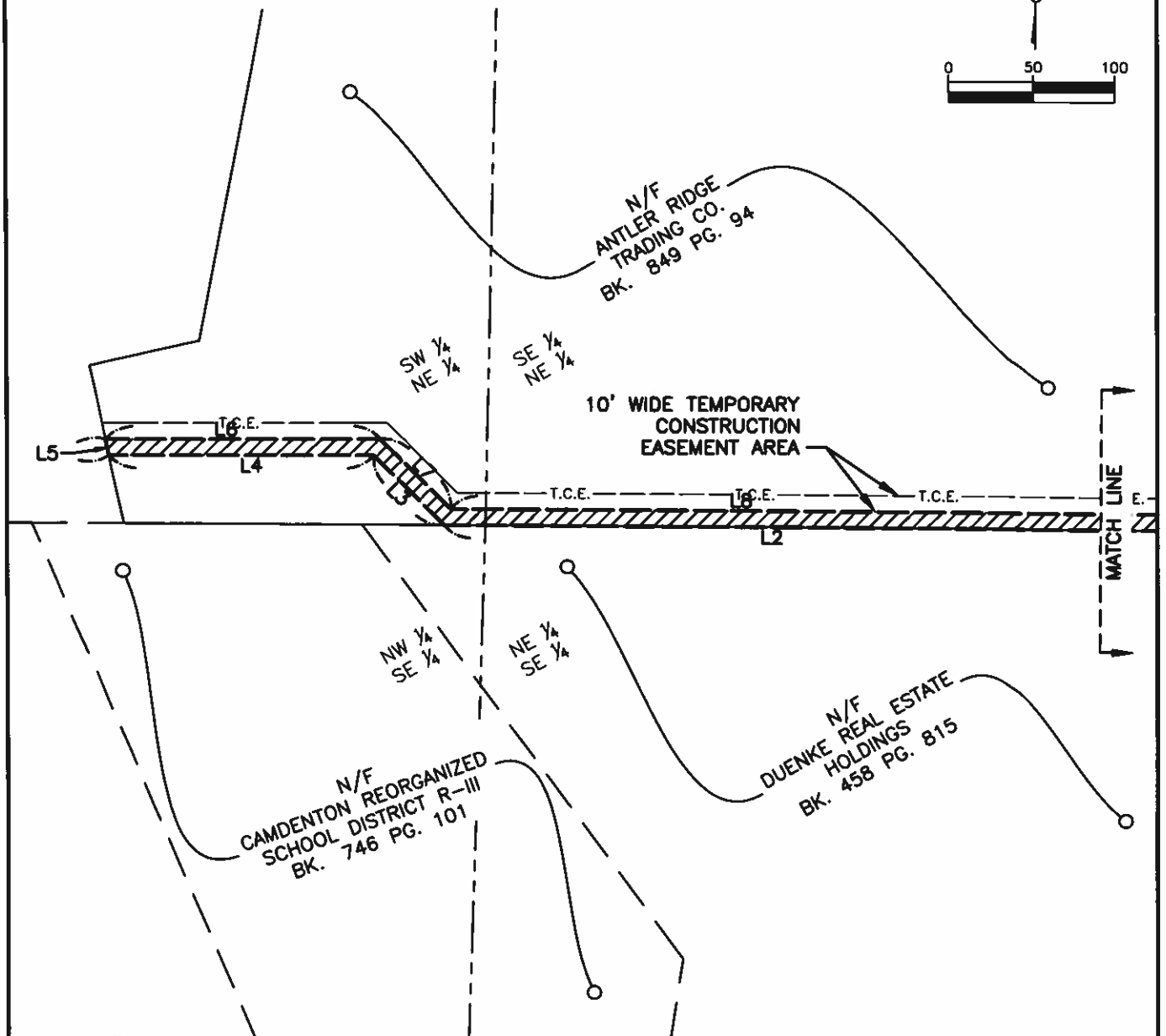
My Term Expires: _____

Notary Public

EXHIBIT "A"



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



PAGE 5 OF 7

EXHIBIT "A-2"

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

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

EXHIBIT B

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

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

Exhibit "D"

EASEMENT DEED

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

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

a permanent Public Utility Service Easement to:

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

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

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

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

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

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

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

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

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

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

Grantor

_____(signed)

_____(printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

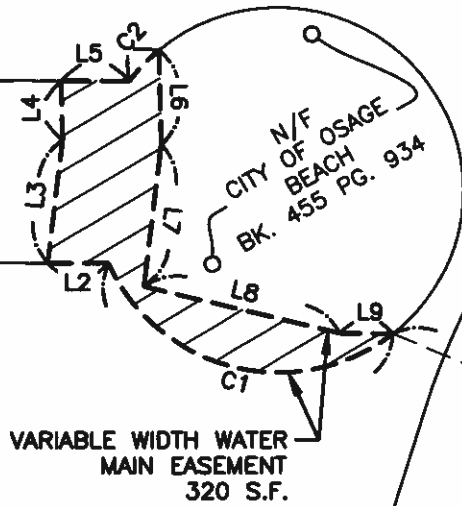
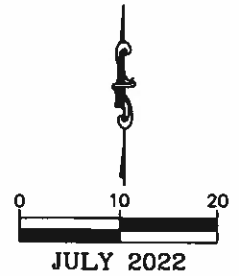
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

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

My Term Expires: _____

Notary Public

EXHIBIT "A"



NICHOLS ROAD

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

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

EXHIBIT "A-1"

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

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

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

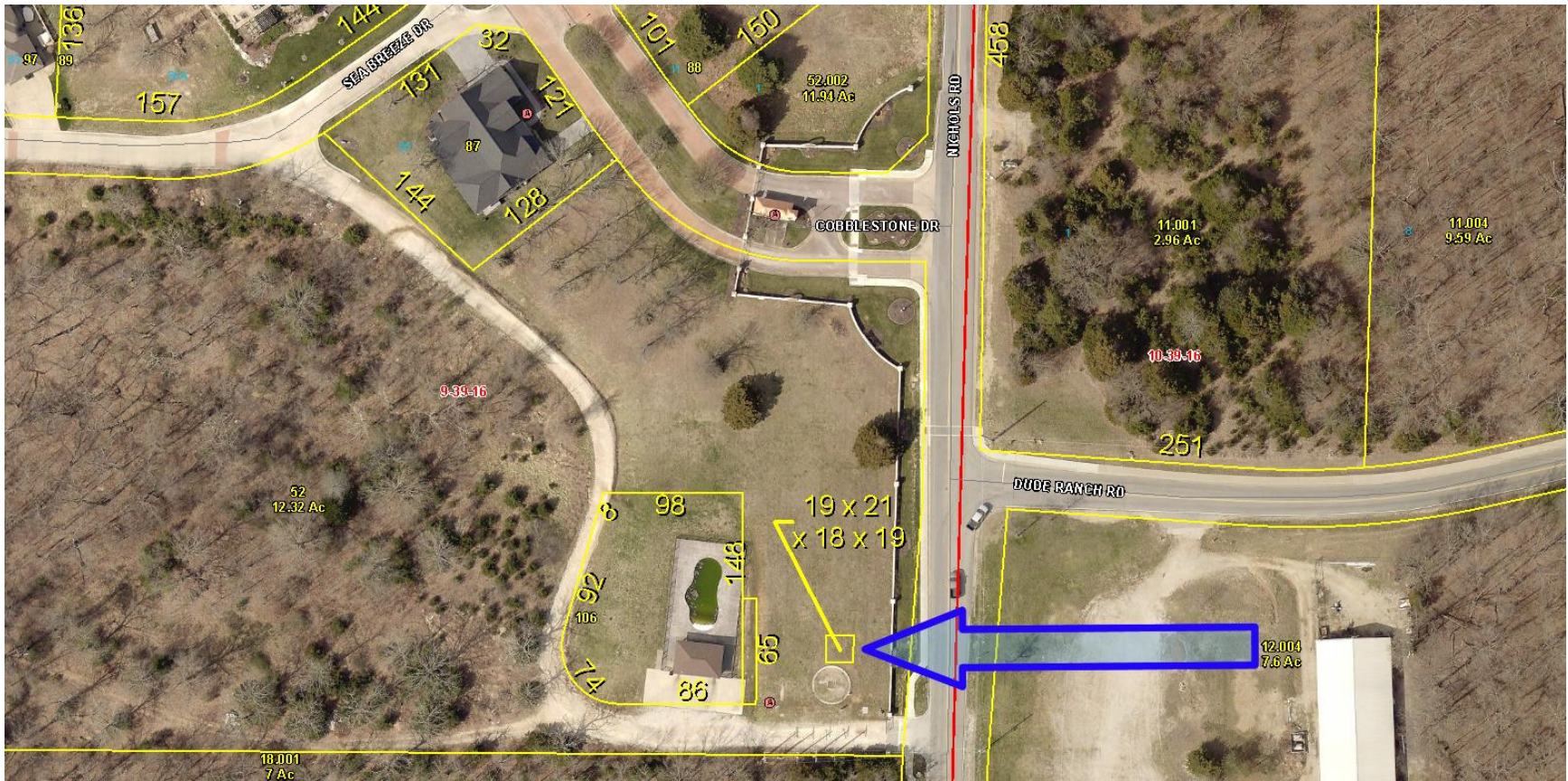
19-7990

WATER LINE EASEMENT WOODLAND COVE (CITY PARCEL)

JULY 28 2022

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

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



**Muff Tower
Tract**

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

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

Requested Action:

Second Reading of Bill #22-88

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

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

City Administrator Comments:

The first reading was read and approved on November 3, 2022. I concur with the department's recommendation.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Severability

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

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

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

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

READ FIRST TIME: November 3, 2022 READ SECOND TIME: _____

I hereby certify that Ordinance No.22.88 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.22.88

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney

Agenda Item:

Bill 22-89 An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement with Tegethoff Development for payment of professional fees to facilitate the Board's consideration of the Oasis at Lakeport development proposal for TIF. CID, TDD, Chapter 100 support. *First and Second Reading*

Requested Action:

First and Second Reading of Bill #22-89

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Recommend Adoption to facilitate the consideration of the Oasis at Lakeport Project.

City Attorney Comments:

Per City Code 110.230, Bill 22-89 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A FUNDING AGREEMENT WITH TEGETHOFF DEVELOPMENT FOR PAYMENT OF PROFESSIONAL FEES TO FACILITATE THE BOARD'S CONSIDERATION OF THE OASIS AT LAKEPORT DEVELOPMENT PROPOSAL FOR TIF. CID, TDD, CHAPTER 100 SUPPORT

WHEREAS, the City has been requested by the Tegethoff Development (the "Developer") to consider the approval of: (i) the Oasis at Lakeport Tax Increment Financing Plan (the "TIF Plan") in accordance with Sections 99.800 to 99.865, Revised Statutes of Missouri ("R.S.Mo."), as amended (the "Act"), said Plan proposing reimbursement to Developer for Redevelopment Project Costs (as defined in the Act) (the "Redevelopment Project Costs"); (ii) a Plan for Industrial Development Project pursuant to Sections 100.010 to 100.200, R.S.Mo. (the "Chapter 100 Act") to facilitate a sales tax exemption on construction materials (the "Chapter 100 Plan"); (iii) a petition to create a Community Improvement District (the "CID Petition") pursuant to Section 67.1401 to 67.1571, R.S.Mo. (the "CID Act"); (iv) a Transportation Development District pursuant to Section 238.200 to 238.280 R.S.Mo. (the "TDD Act"); and (v) other related economic development tools and documents to provide assistance to the Developer or its affiliate for the construction, reconstruction, installation or rehabilitation of blighted lakefront property into a family-friendly resort and entertainment district.

WHEREAS, the City is authorized to enter into all contracts necessary or incidental to the implementation and furtherance of a redevelopment project; and

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, the City is authorized to contract and cooperate with any private person for the planning, development, construction and operation of any public improvement or facility; and

WHEREAS, the Board of Aldermen desires to enter into an agreement to ensure that the City has a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs to review, evaluate, process and consider the Application.

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

1. The Mayor is hereby authorized to execute on behalf of the city a Funding Agreement with Tegethoff Development LLC, for the Oasis at Lakeport project in a form identical to or substantially similar to the draft attached as Exhibit A.
2. This Ordinance shall take effect immediately upon passage by the Board of Aldermen Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME _____

I hereby certify that the above Ordinance No. 22.89 was duly passed on _____, 2022, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.89.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

EXHIBIT A
FUNDING AGREEMENT

[attached]

FUNDING AGREEMENT

This FUNDING AGREEMENT ("Agreement") is entered into this ____ day of November, 2022, (the "Effective Date") between the CITY OF OSAGE BEACH, MISSOURI (the "City"), and TEGETHOFF DEVELOPMENT, LLC (the "Developer").

RECITALS

WHEREAS, the City is a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Developer has requested that the City consider the approval of: (i) the Oasis at Lakeport Tax Increment Financing Plan (the "TIF Plan") in accordance with Sections 99.800 to 99.865, Revised Statutes of Missouri ("R.S.Mo"), as amended (the "Act"), said Plan proposing reimbursement to Developer for Redevelopment Project Costs (as defined in the Act) (the "Redevelopment Project Costs"); (ii) a Plan for Industrial Development Project pursuant to Sections 100.010 to 100.200, R.S.Mo (the "Chapter 100 Act") to facilitate a sales tax exemption on construction materials (the "Chapter 100 Plan"); (iii) a petition to create a Community Improvement District (the "CID Petition") pursuant to Section 67.1401 to 67.1571, RSMo (the "CID Act"); and (iv) a Transportation Development District pursuant to Section 238.200 to 238.280 R.S.Mo. (the "TDD Act"); and (v) other related economic development tools and documents to provide assistance to the Developer or its affiliate for the construction, reconstruction, installation or rehabilitation of blighted lakefront property into a family-friendly resort and entertainment district.

of blighted lakefront property into a family-friendly resort and entertainment district (the "Project"). For purposes of this Agreement, all of the document referenced in the foregoing (i)-(iv) and proposed by Developer shall be referred to as the "Application".

WHEREAS, if the Application is approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer the TIF, the Chapter 100 Plan, and the CID Petition through completion; and

WHEREAS, it is the City's policy that a developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the TIF Policy adopted by the City (the "TIF Policy") and the CID Policy adopted by the City (the "CID Policy") require the Developer to deposit funds with the City to be used by the City to pay expenses necessary to perform a full evaluation of the TIF Plan, the Chapter 100 Plan, the CID Petition, and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City and Developer Services.

A. The City shall provide the following City Services ("City Services"):

i. Prepare or consult with the Developer or its designee on the preparation and consideration of the Chapter 100 Plan, the CID, and the TIF Plan in accordance with the provisions of the Act, the TIF Policy, the CID Policy, the Chapter 100, the CID Act, and other applicable laws, give all notices, make all publications, and hold hearings as required by the Act, the Chapter 100 Act, the CID Act, and other applicable laws;

ii. Provide necessary staff, legal, financial, and planning assistance to review and evaluate the TIF Plan, the Chapter 100 Plan, and the CID Petition for the City, and to prepare and present required ordinances to the Board of Aldermen of the City;

iii. Provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer (or its assignee or designee) and the City for implementation of the proposed TIF Plan, the Chapter 100 Plan and the proposed CID (the "Development Agreement"); and

iv. If a Development Agreement is entered into, provide the necessary staff, legal, financial, and planning assistance to administer the Development Agreement.

B. The Developer shall:

i. Assist and cooperate with the City in providing the City Services;

ii. Provide to the City, upon request, a copy of surveys, planning documents, economic projections, engineering work, environmental studies and other information obtained or to be obtained by the Developer containing information that the City will reasonably need or would otherwise be required for the consideration of the Application for approval by the City pursuant to the TIF Act, Chapter 100 Act, and the CID Act.

2. Initial Deposit.

The City acknowledges receipt of Fifty Thousand Dollars (\$50,000.00) (the "Deposit") from the Developer. The City shall disburse the Deposit as set forth in Section 4 and shall notify the Developer when necessary to re-establish the Deposit in accordance with Section 3 hereof, from which additional disbursements may be made as needed.

3. Additional Funding.

A. When it appears to the City that fifty percent (50%) of the Deposit has been drawn or will be disbursed, the City may submit to Developer invoices for additional deposits as are necessary to cover actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures reasonably estimated to be incurred by the City

in connection with this Agreement. The Developer shall pay the City the amount set forth on such invoice (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 8.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual out-of-pocket expenses necessary to perform the City's obligations hereunder, using special legal counsel, a financial advisor and/or other consultants as approved according to this paragraph. The City shall advise the Developer in writing in advance if it intends to utilize the services of any other consultants, other than special legal counsel (Gilmore & Bell, P.C.) and financial advisor (Columbia Capital), to perform its obligations under the terms of this Agreement. Such written agreement shall include the name of the consultant, the service to be performed and an estimate of the cost expected.

C. Both the City and the Developer acknowledge that expenses incurred by the City may exceed the initial deposit of \$50,000.00. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer may, at any time, determine not to pay Additional Funds by providing the City with written notice that the Developer will no longer pay any expenses in excess of the total expenses incurred on the date the City receives notice of the Developer's decision not to proceed. The Developer shall pay all such expense incurred before the Developer's notice to the City of the decision not to proceed. The City may treat such election by Developer not to pay Additional Funds as Developer's election to withdraw its application for consideration of the TIF Plan, the Chapter 100 Plan, and the CID Petition and terminate this Agreement.

4. Disbursement of Funds.

The City shall timely disburse the Deposit and Additional Funds for reimbursement of costs to the City, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses as they become due. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Agreement.

5. Reimbursement from TIF and CID

If the Plan is approved and the Developer is selected to implement the Plan, the Developer shall be entitled to reimbursement from tax increment financing revenues from the redevelopment area that are collected in the special allocation fund established pursuant to the TIF Plan and the TIF Act or the proceeds of any notes or bonds issued pursuant to the TIF Plan (the "TIF Bonds") for such actual costs expended under the terms of this Agreement which are also considered to be reimbursable project costs under the TIF Plan. If the CID is approved, the Developer shall be entitled to reimbursement from CID sales tax revenues generated within the CID that are collected or the proceeds of any notes or bonds issued pursuant to the CID Act and the Development Agreement (the "CID Bonds") for such actual costs expended under the terms of this Agreement, which are eligible for reimbursement under the CID Act and/or TIF Act, and the Development Agreement. The Developer shall provide invoices for such costs and shall be reimbursed in accordance with the Development Agreement.

6. Application Administration.

In addition to the services set forth in Section 1, the City may be required to provide services from time to time for the continuing administration of the Application, if approved by the Developer. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third-party expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Application and any development that results from the Application, but specifically excluding any amount attributable to the time of any salaried staff member of the City. The provisions of this section shall apply until such time as the City and the Developer agree to and execute a Development Agreement between the Developer and the City.

7. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's legal expenses. Developer further understands that legal counsel paid pursuant to this Agreement is legal counsel for the City and acknowledges the duties of said counsel to the City of confidentiality and loyalty.

8. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the Application at any time. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer within ten (10) days of the termination date.

D. This Agreement may be terminated by mutual agreement of the City and the Developer pursuant to a Development Agreement that is executed by the City and the Developer.

9. Subsequent Developers.

In the event the City selects another developer (the "Subsequent Developer") pursuant to a request for proposals to carry out the TIF Plan or any Project described therein, the City shall require the Subsequent Developer to assume all obligations of the Developer under this Agreement

as of the date it is designated as the Developer and to reimburse the Developer for its expenditures under this Agreement, which must first be submitted to and approved by the City.

10. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies and does not in any way constitute prior approval of any future proposal for development, including the Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application in accordance with the TIF Act, the CID Act, or the Chapter 100 Act (as the case may be) and all applicable laws with respect to development of the property.

Before a vote by the Board of Aldermen for approval or disapproval of the TIF Plan, the Chapter 100 Plan, the CID Petition, the Development Agreement with the Developer, or any other measure associated with the TIF Plan, Chapter 100 Plan, or CID Petition, the Developer shall deposit with the City, upon notice from the City, sufficient funds to pay all outstanding expenses incurred hereunder and such other funds as the City's outside legal counsel and financial consultant may estimate are necessary for the completion of their services related to TIF Plan, Chapter 100 Plan, or CID Petition approval.

11. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be in writing and deemed to have been given or made (a) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, (b) upon delivery if delivered by hand, (c) electronic transmission (e-mail), or (d) one (1) business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next day delivery, and in each case addressed as follows:

To the City:

Jeana Woods
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

with a copy to:

Edward Rucker
City Attorney
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065

To the Developer:

Jeff Tegethoff
President
Tegethoff Development, LLC
6801 Lake Plaza Drive, #A-103
Indianapolis, Indiana 46220

with a copy to:

David G. Richardson
Attorney for the Developer
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105

The City or Developer (each a “Party”) may specify that notice be addressed to any other person or address by giving to the other Party ten (10) days written notice of such change.

12. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

Approved as to form:

Edward Rucker, City Attorney

TEGETHOFF DEVELOPMENT, LLC

Jeff Tegethoff, President

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to Harpers Cov Subdivision Preliminary Plat

Requested Action:

Motion to approve the Harpers Cov Subdivision Preliminary Plat.

Ordinance Referenced for Action:

Board of Aldermen approval is required for major final subdivision plats per Municipal Code Section 410.170 Subdivision Regulations, Approval Process.

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See attached reports and exhibits. The Planning Department presented this request to the Planning Commission at their meeting in November. They have forwarded Harpers Cov Subdivision Preliminary Plat to the Board of Aldermen with a recommendation for approval with the submittal of the final Public Improvement Plans, the Engineer's Estimate and a Letter of Credit.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: **November 8, 2022**

Subdivision Name: Harpers Cov Subdivision Preliminary and Final Plats

Location: 1,100 feet west of Case Road on the north side of Sycamore Valley Drive.

Section/Township/Range: 10/39/16

Applicant: Harpers Cov LLC. (Adam Seraphine)

Professional Services: Shoreline Surveying and Engineering

Tract Size: 14.23 acres (39 Single Family Lots and 1 Common Area Lot)

Zoning: R-1b (Single Family) R-3 (Multi-Family)

Surrounding Land Use:

North: Lake of the Ozarks, Single Family Housing

South: Highway 54 Corridor

East: Single Family Housing

West: Vacant Golf Course PUD, Scattered Single Family

Department Comments

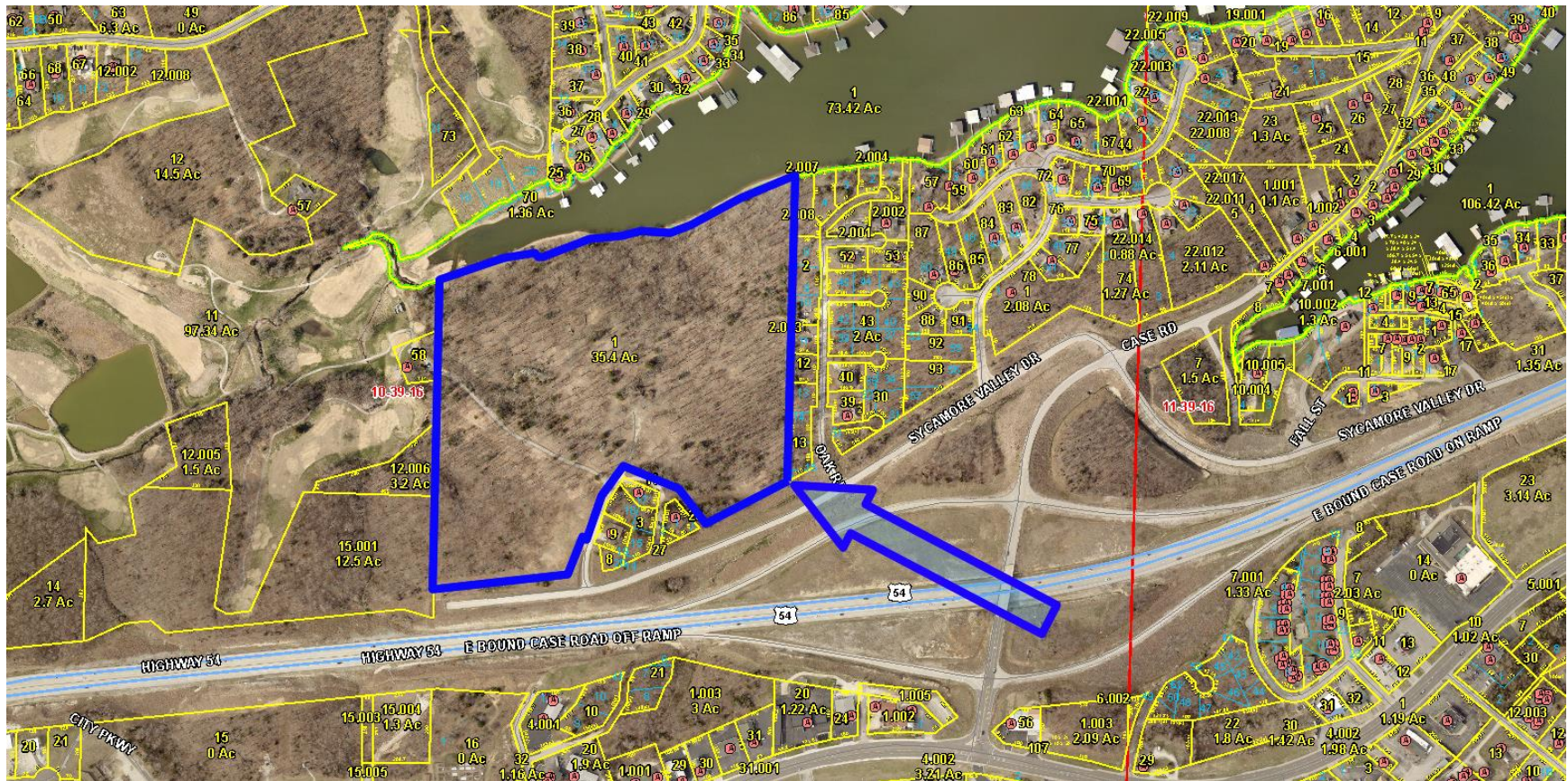
Preliminary:

- 1) The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements
- 2) The City Engineer (Cochran) has reviewed the public improvement plans with only minor amendments needing to be made and will be reflected on the final set of plans that will be submitted with the Engineer's Estimate and the Letter of Credit.

Final:

- 1) The plat was reviewed for code compliance and was found to be consistent with the final plat requirements. The final Public Improvement Plans and the Engineer's Estimate and Letter of Credit must be submitted prior to the Final Plat being released by the City for recording at Camden County.

Because the subject plats are consistent with the regulations for subdividing property established by the City of Osage Beach Subdivision Code, the Planning Department recommends approval of the requested preliminary and final plats with the submittal of the final Public Improvement Plans, the Engineer's Estimate and a Letter of Credit for the required public improvements.



Harpers Cove Subdivision Location Map

HARPERS COV SUBDIVISION
PT SE 1/4
SEC. 10, T 39 N, R 16W
CAMDEN CO., MO

Parcel Line Table		
Line #	Length	Direction
L1	85.20	S71° 22' 31"W
L2	54.40	S68° 10' 58"W
L3	50.42	S73° 14' 15"W
L4	56.89	S62° 04' 14"W
L5	34.69	S57° 33' 26"W
L6	21.03	S64° 38' 16"W
L7	43.91	S63° 53' 11"W
L8	31.94	S65° 13' 00"W
L9	29.43	S51° 13' 11"W
L10	24.38	S70° 24' 38"W
L11	11.29	S74° 18' 58"W
L12	16.45	S26° 55' 01"W
L13	27.57	S47° 54' 44"W
L14	16.28	S75° 17' 57"W
L15	13.30	S84° 04' 16"W
L16	19.79	S56° 16' 56"W
L17	19.86	N54° 32' 13"W
L18	27.18	N71° 50' 03"W
L19	35.76	S87° 13' 10"W
L20	40.11	S81° 39' 36"W
L21	28.45	S65° 46' 41"W
L22	56.77	S81° 54' 01"W

Parcel Line Table		
Line #	Length	Direction
L23	34.29	N84° 43' 23"W
L24	58.75	S84° 26' 39"W
L25	35.20	S66° 40' 14"W
L26	30.48	S83° 16' 23"W
L27	157.79	S79° 22' 52"W
L28	44.08	S71° 37' 11"W
L29	35.44	S87° 17' 50"W
L30	38.89	S61° 49' 23"W
L31	49.07	S72° 38' 52"W
L32	60.52	S76° 26' 18"W
L33	42.63	S77° 04' 20"W
L34	58.05	S74° 59' 32"W
L35	36.84	S56° 39' 13"W
L36	11.85	S80° 50' 08"W
L37	77.49	N16° 32' 58"E
L38	37.11	N66° 44' 50"E
L39	57.18	N53° 14' 39"W
L40	49.66	N63° 29' 02"W
L41	184.60	S18° 44' 25"W
L42	138.95	S33° 58' 36"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	71.59	480.00	8°32'43"	S38° 14' 58"W	71.52
C2	130.73	290.00	25°49'39"	N29° 36' 30"E	129.62
C3	176.32	80.00	126°16'54"	N50° 06' 43"W	142.74
C4	77.79	290.00	15°22'06"	N74° 25' 52"E	77.55
C5	123.35	55.00	128°29'59"	S11° 00' 20"W	99.08
C6	40.59	45.00	51°40'55"	S79° 05' 07"E	39.23
C7	35.00	600.00	3°20'32"	S76° 44' 42"W	35.00
C8	40.16	600.00	3°50'05"	S80° 20' 01"W	40.15
C9	53.80	210.00	14°40'39"	S89° 14' 21"W	53.65
C10	68.61	460.00	8°32'43"	S38° 14' 58"W	68.54
C11	74.57	500.00	8°32'43"	S38° 14' 58"W	74.50
C12	139.74	310.00	25°49'39"	N29° 36' 30"E	138.56
C13	61.95	270.00	13°08'50"	N35° 56' 55"E	61.82
C14	59.76	270.00	12°40'50"	N23° 02' 05"E	59.63
C15	220.40	100.00	126°16'54"	N50° 06' 43"W	178.42
C16	132.24	60.00	126°16'54"	N50° 06' 43"W	107.05
C17	49.05	270.00	10°24'32"	N71° 57' 05"E	48.98
C18	22.36	270.00	4°44'40"	N79° 31' 41"E	22.35
C19	48.89	310.00	9°02'07"	N71° 15' 53"E	48.84
C20	34.26	310.00	6°19'59"	N78° 56' 56"E	34.25
C21	78.50	35.00	128°29'59"	S11° 00' 20"W	63.05

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C22	22.55	25.00	51°40'55"	S79° 05' 07"E	21.79
C23	89.98	220.98	23°19'49"	S63° 24' 32"W	89.36
C24	61.49	191.07	18°26'17"	N54° 15' 53"W	61.22
C25	33.83	580.00	3°20'32"	S76° 44' 42"W	33.83
C26	36.17	620.00	3°20'32"	S76° 44' 42"W	36.16
C27	41.49	620.00	3°50'05"	S80° 20' 01"W	41.49
C28	17.10	580.00	1°41'21"	S79° 15' 39"W	17.10
C29	21.72	580.00	2°08'44"	S81° 10' 41"W	21.72
C30	48.73	190.00	14°41'44"	S89° 13' 49"W	48.60
C31	58.86	230.00	14°39'43"	S89° 14' 49"W	58.70
C32	106.87	71.62	85°29'44"	N24° 00' 27"W	97.23

Survey Description:

A tract of land being part of the SE 1/4 of Section 10, Township 39 North, Range 16 West, said tract also being part of the lands described by deed, found in Book 293, Page 676 in the Office of the Recorder, Camden County, Missouri, being more particularly described as follows:

BEGINNING at a set 1/2 inch rebar at the NW corner of Lot 5, Northview Subdivision, a subdivision recorded in Plat Book 163, Page 30 in said Office of the Recorder, said corner being located on the approximate 662 contour of the Lake of the Ozarks and the Ameren UE Project Boundary, thence continuing along said Project Boundary as follows: South 71 deg 22 min 31 sec West, 85.20 feet, South 68 deg 10 min 58 sec West, 54.40 feet, South 73 deg 14 min 15 sec West, 50.42 feet, South 62 deg 04 min 14 sec West, 56.89 feet, South 57 deg 33 min 26 sec West, 34.69 feet, South 64 deg 38 min 16 sec West, 21.03 feet, South 63 deg 53 min 11 sec West, 43.91 feet, South 65 deg 13 min 00 sec West, 31.94 feet, South 51 deg 13 min 11 sec West, 29.43 feet, South 70 deg 24 min 38 sec West, 24.38 feet, South 74 deg 18 min 58 sec West, 11.29 feet, South 26 deg 55 min 01 sec West, 16.45 feet, South 47 deg 54 min 44 sec West, 27.57 feet, South 75 deg 17 min 57 sec West, 16.28 feet, South 84 deg 04 min 16 sec West, 13.30 feet, South 56 deg 16 min 56 sec West, 19.79 feet, North 54 deg 32 min 13 sec West, 19.86 feet, North 71 deg 50 min 03 sec West, 27.18 feet, South 87 deg 13 min 10 sec West, 35.76 feet, South 81 deg 39 min 36 sec West, 40.11 feet, south 65 deg 46 min 41 sec West, 28.45 feet, South 81 deg 54 min 01 sec West, 56.77 feet, North 84 deg 43 min 23 sec West, 34.29 feet, South 84 deg 26 min 39 sec West, 58.75 feet, South 66 deg 40 min 14 sec West, 35.20 feet, South 83 deg 16 min 23 sec West, 30.48 feet, South 79 deg 22 min 52 sec West, 157.79 feet, South 71 deg 37 min 11 sec West, 44.08 feet, South 87 deg 17 min 50 sec West, 35.44 feet, South 61 deg 49 min 23 sec West, 38.89 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 76 deg 26 min 18 sec West, 60.52 feet, South 77 deg 04 min 20 sec West, 42.63 feet, South 74 deg 59 min 32 sec West, 58.05 feet, South 56 deg 39 min 13 sec West, 36.84 feet, South 80 deg 50 min 08 sec West, 11.85 feet to a 1/2 inch rebar on the West line of said SE 1/4, thence leaving said Project Boundary, South 01 deg 27 min 59 sec West, along said West line, 1200.48 feet to a set 1/2 inch rebar on the Westerly & Northerly right of way of the outer road of Missouri State Highway 54, also known as Sycamore Valley Drive, thence leaving said West line, North 07 deg 01 min 44 sec East, 47.68 feet to a set 1/2 inch rebar 70.00 feet right of centerline station 65+90.00, thence North 84 deg 21 min 34 sec East, 508.23 feet to point 70.00 feet right of PT centerline station 60+81.77, thence on a curve to the left 1.64 feet, with a radius of 884.92 feet, and a chord direction of North 84 deg 18 min 23 sec East, 1.64 feet to a MoDOT Monument, thence North 18 deg 24 min 19 sec East, 127.99 feet to a set 1/2 inch rebar, thence South 69 deg 40 min 37 sec East, 29.22 feet to a set 1/2 inch rebar on the Westerly and Northerly right of way of a road of ingress and egress, 30 feet in width, also known as Normandy Road, said right of way being the Northerly boundary of Lakeshore Village Estates, a subdivision shown on the plat recorded in Plat Book 18, Page 7 in said Office of the Recorder, thence leaving said outer road right of way, North 18 deg 44 min 25 sec East, along said Northerly boundary, 184.60 feet to a set 1/2 inch rebar, thence continuing along said Northerly Boundary as follows: North 33 deg 58 min 36 sec East, 138.95 feet to a set 1/2 inch rebar, thence South 69 deg 31 min 35 sec East, 220.68 feet to a set 1/2 inch rebar, thence South 38 deg 40 min 35 sec East, 174.12 feet to a set 1/2 inch rebar on the Northerly right of way of aforementioned outer road of Missouri State Highway 54, thence leaving said Northerly boundary and continuing along said right of way, North 62 deg 14 min 55 sec East, 350.03 feet to a set 1/2 inch rebar on the 1/4, 1/4 Section line, thence leaving said right of way, North 01 deg 33 min 22 sec East, along said 1/4, 1/4 Section Line, 1145.95 feet to the **POINT OF BEGINNING**.

Containing 34.18 Acres

Subject to all easements and restrictions of record.

Owner's Certificate:

KNOW ALL MEN BY THESE PRESENTS, that Adam Seraphine of HARPERS COV, LLC., are the sole owners of the above described tract of land and that they have caused said tract of land to be surveyed and a subdivision to be prepared in the manner as shown by the attached plat and that said tract of land is to be hereafter known as "HARPERS COV SUBDIVISION"

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

HARPERS COV, LLC.

Adam Seraphine, Member

Owner's Notary:

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20____, before me did appear Adam Seraphine of Harpers Cov, LLC., to me being personally known, who being by me duly sworn did say that they are the owner of the above described tract of land and that the foregoing instrument was executed as the free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal at my office in _____ County, MO the date and year last above written.

NOTARY PUBLIC
My Commission expires _____, 20____.

Consent of Mortgagee:

OakStar Bank, Mortgager, pursuant to the Deed of Trust as recorded in Book _____, Page _____ in the Recorder's Office of Camden County, MO, hereby consents to the foregoing instrument and plat.

By: _____
Title: _____ Date: _____

Mortgagee Notary:

STATE OF _____)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 2022, before me did appear _____ to me being personally known and who being by me duly sworn did say that he/she is the _____ of OakStar Bank and that the above instrument was executed as the free act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal at my office in _____ County, MO the date and year last above written.

NOTARY PUBLIC
My Commission expires _____, 20____.

Consent of the City of Osage Beach, MO:

The undersigned, duly authorized officers of the City of Osage Beach, Missouri, on behalf of said City of Osage Beach, Missouri, do hereby evidence the approval and consent of this plat entitled a "HARPERS COV SUBDIVISION" this _____ day of _____, 20____.

Tara Berreth, City Clerk

Michael Harmison, Mayor

City of Osage Beach, MO Notary:

STATE OF MISSOURI)
) S.S.
COUNTY OF CAMDEN)

On this _____ day of _____, 2022, before me did appear Michael Harmison, Mayor and Tara Berreth, City Clerk of the City of Osage Beach, Missouri, known to be the persons who executed the above consent of the City of Osage Beach, Missouri and acknowledged to me that they executed the same of the purpose therein stated.

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

NOTARY PUBLIC
My Commission Expires: _____

CAD File: SUB_PLATField Book: N/A

Drawn By: CCSApproved By: RFA

This drawing and the details on it are the sole property of the Surveyor and may be used for this specific project only. It shall not be copied, reproduced, in whole or in part, or for any other purpose or project without the written consent of the Surveyor.

SHORELINE

SURVEYING & ENGINEERING

PH: (573) 392-3312

3048 Hwy. 52 Eldon, MO 65026

SHORELINE SURVEYING & ENGINEERING, LLC
Missouri State Certificate of Authority: LS - 2017001656
E - 2017004119

The Professional Surveyor's seal affixed to this sheet applies only to material and items as shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by this Surveyor, and this Surveyor expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

PRELIMINARY

NOT FOR RECORDING

Robert F. Arnold, PLS
MO # PLS 2191

Surveyor's Certification:
This is to certify that I, Robert F. Arnold, has made a survey of the above described tract of land, and that said survey conforms to the current minimum standards for property boundary surveys of the Missouri Board for Architects, Professional Engineers, and Land Surveyors, as defined for type Urban Class property.
If the Surveyor's seal is not colored red, this map is a copy and should be assumed to contain unauthorized alterations. The certification contained on this document is granted to those persons or institutions shown and shall not apply to any copies. All information should be disregarded unless verified by the Registered Land Surveyor whose signature appears hereon.

Survey For:

Harpers Cov, LLC.
Adam Seraphine

7455 France Ave S.
Suite 351
Edina, MN 55435

Date: 09/02/2022Scale: N/A

Project Number: 11886-21: S1

Sheet Number: 1.1

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Page 82 of 99

HARPERS COV SUBDIVISION

PT SE 1/4

SEC. 10, T 39 N, R 16W

CAMDEN CO., MO

Lot	Area (S.F.)	Area (Ac.)	Lot	Area (S.F.)	Area (Ac.)
1	19578.65	0.45	22	9082.42	0.21
2	16177.03	0.37	23	8136.14	0.19
3	14803.18	0.34	24	8250.00	0.19
4	14371.41	0.33	25	8537.09	0.20
5	13789.71	0.32	26	8263.57	0.19
6 CA	12537.82	0.29	27	8175.70	0.19
7	15508.40	0.36	28	7439.80	0.17
8	14690.80	0.34	29	8572.35	0.20
9	14603.20	0.34	30	11910.44	0.27
10	14941.86	0.34	31	14975.62	0.34
11	15202.80	0.35	32	8641.75	0.20
12	14770.48	0.34	33	8431.19	0.19
13	14161.23	0.33	34	9192.14	0.21
14	15412.04	0.35	35	8794.14	0.20
15	13957.89	0.32	36	9241.65	0.21
16	14249.58	0.33	37	8798.56	0.20
17	15321.73	0.35	38	8800.00	0.20
19	11849.56	0.27	39 CA	39331.88	0.90
20	8299.68	0.19	40	11043.76	0.25
21	8281.84	0.19			



MATCH LINE SHEET 1.3

Setbacks

ZONED R-1 (LOTS 1 - 40)
FRONT = 25 FEET
SIDE = 10 FEET
REAR = 20 FEET
LAKE = 30 FEET

Legend:

Found Monument (As noted)	□
Found Rebar (1/2", Except as Noted)	○
Set Rebar (1/2", Except as Noted)	●
Right Of Way Marker	⊙
Right of Way Line	----
Center Line	----
Deed Line	----
Section Line	----
Boundary Line	----

Notes:

- Date of field work: December, 2021.
- The Professional Land Surveyor has made no investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose. There may exist other documents of record or not of record that may affect this surveyed parcel.
- The property owner names and recorded deed information were obtained from the County Recorder and/or County Assessor Office and are considered to be current. The Professional Land Surveyor makes no guarantees to the correctness of the deed or the current status of property ownership.
- Bearings are based on Plat/Deed of Record
- Book and Page Numbers and Document Numbers refer to the Records of Camden County, MO.
- Elevations based on Ameren UE Datum at Bagnell Dam.

CAD File:	Field Book:
SUB_PLAT	N/A
Drawn By:	Approved By:
CCS	RFA

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SHORELINE
SURVEYING & ENGINEERING
3048 Hwy. 52 Eldon, MO
PH: (573) 392-3312
65026

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Adam Seraphine
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Edina, MN 55435

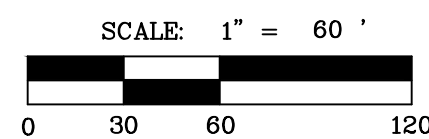
Date: 09/02/2022
Scale: 1" = 60'

Project Number:
11886-21: S1

Sheet Number:
1.2
© 2022

PT SE 1/4

CAMDEN CO., MO



Found Monument (As noted)	□
Found Rebar (1/2", Except as Noted)	○
Set Rebar (1/2", Except as Noted)	●
Right Of Way Marker	⦿
Right of Way Line	— — — — —
Center Line	— — — — —
Deed Line	— — — — —
Section Line	— — — — —
Boundary Line	— — — — —

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6. Elevations based on Ameren UE Datum at Bagnell Dam.

Sheet Number:
1.3

City of Osage Beach

Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 22-90 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for Harpers Cov Subdivision. *First and Second Reading*

Requested Action:

First and Second readings of Bill #22-90: Harpers Cov Subdivision Final Plat

Ordinance Referenced for Action:

Board of Aldermen approval required for major final subdivision plats per Municipal Code Section 410.170 Subdivision Regulations, Approval Process.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See attached reports and exhibits. The Planning Department presented this request to the Planning Commission at their meeting in November. They have forwarded Harpers Cov Subdivision Preliminary Plat to the Board of Aldermen with a recommendation for approval with the submittal of the final Public Improvement Plans, the Engineer's Estimate and a Letter of Credit.

City Attorney Comments:

Per City Code 110.230, Bill 22-90 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE FINAL PLAT OF HARPERS COV SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

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

Section 1. That the plat of Harpers Cov Subdivision, a subdivision in Osage Beach, Camden County, Missouri, approved by the Planning Commission on November 8, 2022, is hereby approved by the Board of Aldermen of the City of Osage Beach, Missouri.

Section 2. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No.22.90 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

Approved as to form:

Tara Berreth, City Clerk

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.22.90.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION

Date: **November 8, 2022**

Subdivision Name: Harpers Cov Subdivision Preliminary and Final Plats

Location: 1,100 feet west of Case Road on the north side of Sycamore Valley Drive.

Section/Township/Range: 10/39/16

Applicant: Harpers Cov LLC. (Adam Seraphine)

Professional Services: Shoreline Surveying and Engineering

Tract Size: 14.23 acres (39 Single Family Lots and 1 Common Area Lot)

Zoning: R-1b (Single Family) R-3 (Multi-Family)

Surrounding Land Use:

North: Lake of the Ozarks, Single Family Housing

South: Highway 54 Corridor

East: Single Family Housing

West: Vacant Golf Course PUD, Scattered Single Family

Department Comments

Preliminary:

- 1) The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements
- 2) The City Engineer (Cochran) has reviewed the public improvement plans with only minor amendments needing to be made and will be reflected on the final set of plans that will be submitted with the Engineer's Estimate and the Letter of Credit.

Final:

- 1) The plat was reviewed for code compliance and was found to be consistent with the final plat requirements. The final Public Improvement Plans and the Engineer's Estimate and Letter of Credit must be submitted prior to the Final Plat being released by the City for recording at Camden County.

Because the subject plats are consistent with the regulations for subdividing property established by the City of Osage Beach Subdivision Code, the Planning Department recommends approval of the requested preliminary and final plats with the submittal of the final Public Improvement Plans, the Engineer's Estimate and a Letter of Credit for the required public improvements.

HARPERS COV SUBDIVISION
PT SE 1/4
SEC. 10, T 39 N, R 16W
CAMDEN CO., MO

Parcel Line Table		
Line #	Length	Direction
L1	85.20	S71° 22' 31"W
L2	54.40	S68° 10' 58"W
L3	50.42	S73° 14' 15"W
L4	56.89	S62° 04' 14"W
L5	34.69	S57° 33' 26"W
L6	21.03	S64° 38' 16"W
L7	43.91	S63° 53' 11"W
L8	31.94	S65° 13' 00"W
L9	29.43	S51° 13' 11"W
L10	24.38	S70° 24' 38"W
L11	11.29	S74° 18' 58"W
L12	16.45	S26° 55' 01"W
L13	27.57	S47° 54' 44"W
L14	16.28	S75° 17' 57"W
L15	13.30	S84° 04' 16"W
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C13	61.95	270.00	13°08'50"	N35° 56' 55"E	61.82
C14	59.76	270.00	12°40'50"	N23° 02' 05"E	59.63
C15	220.40	100.00	126°16'54"	N50° 06' 43"W	178.42
C16	132.24	60.00	126°16'54"	N50° 06' 43"W	107.05
C17	49.05	270.00	10°24'32"	N71° 57' 05"E	48.98
C18	22.36	270.00	4°44'40"	N79° 31' 41"E	22.35
C19	48.89	310.00	9°02'07"	N71° 15' 53"E	48.84
C20	34.26	310.00	6°19'59"	N78° 56' 56"E	34.25
C21	78.50	35.00	128°29'59"	S11° 00' 20"W	63.05

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C22	22.55	25.00	51°40'55"	S79° 05' 07"E	21.79
C23	89.98	220.98	23°19'49"	S63° 24' 32"W	89.36
C24	61.49	191.07	18°26'17"	N54° 15' 53"W	61.22
C25	33.83	580.00	3°20'32"	S76° 44' 42"W	33.83
C26	36.17	620.00	3°20'32"	S76° 44' 42"W	36.16
C27	41.49	620.00	3°50'05"	S80° 20' 01"W	41.49
C28	17.10	580.00	1°41'21"	S79° 15' 39"W	17.10
C29	21.72	580.00	2°08'44"	S81° 10' 41"W	21.72
C30	48.73	190.00	14°41'44"	S89° 13' 49"W	48.60
C31	58.86	230.00	14°39'43"	S89° 14' 49"W	58.70
C32	106.87	71.62	85°29'44"	N24° 00' 27"W	97.23

Survey Description:

A tract of land being part of the SE 1/4 of Section 10, Township 39 North, Range 16 West, said tract also being part of the lands described by deed, found in Book 293, Page 676 in the Office of the Recorder, Camden County, Missouri, being more particularly described as follows:

BEGINNING at a set 1/2 inch rebar at the NW corner of Lot 5, Northview Subdivision, a subdivision recorded in Plat Book 163, Page 30 in said Office of the Recorder, said corner being located on the approximate 662 contour of the Lake of the Ozarks and the Ameren UE Project Boundary, thence continuing along said Project Boundary as follows: South 71 deg 22 min 31 sec West, 85.20 feet, South 68 deg 10 min 58 sec West, 54.40 feet, South 73 deg 14 min 15 sec West, 50.42 feet, South 62 deg 04 min 14 sec West, 56.89 feet, South 57 deg 33 min 26 sec West, 34.69 feet, South 64 deg 38 min 16 sec West, 21.03 feet, South 63 deg 53 min 11 sec West, 43.91 feet, South 65 deg 13 min 00 sec West, 31.94 feet, South 51 deg 13 min 11 sec West, 29.43 feet, South 70 deg 24 min 38 sec West, 24.38 feet, South 74 deg 18 min 58 sec West, 11.29 feet, South 26 deg 55 min 01 sec West, 16.45 feet, South 47 deg 54 min 44 sec West, 27.57 feet, South 75 deg 17 min 57 sec West, 16.28 feet, South 84 deg 04 min 16 sec West, 13.30 feet, South 56 deg 16 min 56 sec West, 19.79 feet, North 54 deg 32 min 13 sec West, 19.86 feet, North 71 deg 50 min 03 sec West, 27.18 feet, South 87 deg 13 min 10 sec West, 35.76 feet, South 81 deg 39 min 36 sec West, 40.11 feet, south 65 deg 46 min 41 sec West, 28.45 feet, South 81 deg 54 min 01 sec West, 56.77 feet, North 84 deg 43 min 23 sec West, 34.29 feet, South 84 deg 26 min 39 sec West, 58.75 feet, South 66 deg 40 min 14 sec West, 35.20 feet, South 83 deg 16 min 23 sec West, 30.48 feet, South 79 deg 22 min 52 sec West, 157.79 feet, South 71 deg 37 min 11 sec West, 44.08 feet, South 87 deg 17 min 50 sec West, 35.44 feet, South 61 deg 49 min 23 sec West, 38.89 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 72 deg 38 min 52 sec West, 49.07 feet, South 76 deg 26 min 18 sec West, 60.52 feet, South 77 deg 04 min 20 sec West, 42.63 feet, South 74 deg 59 min 32 sec West, 58.05 feet, South 56 deg 39 min 13 sec West, 36.84 feet, South 80 deg 50 min 08 sec West, 11.85 feet to a 1/2 inch rebar on the West line of said SE 1/4, thence leaving said Project Boundary, South 01 deg 27 min 59 sec West, along said West line, 1200.48 feet to a set 1/2 inch rebar on the Westerly & Northerly right of way of the outer road of Missouri State Highway 54, also known as Sycamore Valley Drive, thence leaving said West line, North 07 deg 01 min 44 sec East, 47.68 feet to a set 1/2 inch rebar 70.00 feet right of centerline station 65+90.00, thence North 84 deg 21 min 34 sec East, 508.23 feet to point 70.00 feet right of PT centerline station 60+81.77, thence on a curve to the left 1.64 feet, with a radius of 884.92 feet, and a chord direction of North 84 deg 18 min 23 sec East, 1.64 feet to a MoDOT Monument, thence North 18 deg 24 min 19 sec East, 127.99 feet to a set 1/2 inch rebar, thence South 69 deg 40 min 37 sec East, 29.22 feet to a set 1/2 inch rebar on the Westerly and Northerly right of way of a road of ingress and egress, 30 feet in width, also known as Normandy Road, said right of way being the Northerly boundary of Lakeshore Village Estates, a subdivision shown on the plat recorded in Plat Book 18, Page 7 in said Office of the Recorder, thence leaving said outer road right of way, North 18 deg 44 min 25 sec East, along said Northerly boundary, 184.60 feet to a set 1/2 inch rebar, thence continuing along said Northerly Boundary as follows: North 33 deg 58 min 36 sec East, 138.95 feet to a set 1/2 inch rebar, thence South 69 deg 31 min 35 sec East, 220.68 feet to a set 1/2 inch rebar, thence South 38 deg 40 min 35 sec East, 174.12 feet to a set 1/2 inch rebar on the Northerly right of way of aforementioned outer road of Missouri State Highway 54, thence leaving said Northerly boundary and continuing along said right of way, North 62 deg 14 min 55 sec East, 350.03 feet to a set 1/2 inch rebar on the 1/4, 1/4 Section line, thence leaving said right of way, North 01 deg 33 min 22 sec East, along said 1/4, 1/4 Section Line, 1145.95 feet to the **POINT OF BEGINNING**.

Containing 34.18 Acres

Subject to all easements and restrictions of record.

Owner's Certificate:

KNOW ALL MEN BY THESE PRESENTS, that Adam Seraphine of HARPERS COV, LLC., are the sole owners of the above described tract of land and that they have caused said tract of land to be surveyed and a subdivision to be prepared in the manner as shown by the attached plat and that said tract of land is to be hereafter known as "HARPERS COV SUBDIVISION"

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

HARPERS COV, LLC.

Adam Seraphine, Member

Owner's Notary:

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20____, before me did appear Adam Seraphine of Harpers Cov, LLC., to me being personally known, who being by me duly sworn did say that they are the owner of the above described tract of land and that the foregoing instrument was executed as the free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____ County, MO the date and year last above written.

NOTARY PUBLIC
My Commission expires _____, 20____.

Consent of Mortgagee:

OakStar Bank, Mortgager, pursuant to the Deed of Trust as recorded in Book _____, Page _____ in the Recorder's Office of Camden County, MO, hereby consents to the foregoing instrument and plat.

By: _____
Title: _____ Date: _____

Mortgagee Notary:

STATE OF _____)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 2022, before me did appear _____ to me being personally known and who being by me duly sworn did say that he/she is the _____ of OakStar Bank and that the above instrument was executed as the free act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____ County, MO the date and year last above written.

NOTARY PUBLIC
My Commission expires _____, 20____.

Consent of the City of Osage Beach, MO:

The undersigned, duly authorized officers of the City of Osage Beach, Missouri, on behalf of said City of Osage Beach, Missouri, do hereby evidence the approval and consent of this plat entitled a "HARPERS COV SUBDIVISION" this _____ day of _____, 20____.

Tara Berreth, City Clerk

Michael Harmison, Mayor

City of Osage Beach, MO Notary:

STATE OF MISSOURI)
) S.S.
COUNTY OF CAMDEN)

On this _____ day of _____, 2022, before me did appear Michael Harmison, Mayor and Tara Berreth, City Clerk of the City of Osage Beach, Missouri, known to be the persons who executed the above consent of the City of Osage Beach, Missouri and acknowledged to me that they executed the same of the purpose therein stated.

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

NOTARY PUBLIC
My Commission Expires: _____

CAD File: SUB_PLATField Book: N/A

Drawn By: CCSApproved By: RFA

This drawing and the details on it are the sole property of the Surveyor and may be used for this specific project only. It shall not be copied, reproduced, in whole or in part, or for any other purpose or project without the written consent of the Surveyor.

SHORELINE

SURVEYING & ENGINEERING

PH: (573) 392-3312

3048 Hwy. 52 Eldon, MO 65026

SHORELINE SURVEYING & ENGINEERING, LLC

Missouri State Certificate of Authority: LS - 2017001656E - 2017004119

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MISSOURI

NO. LS-2191

ROBERT F. ARNOLD

REGISTERED

9/2/22

Robert F. Arnold, PLS

MO # PLS 2191

Surveyor's Certification:

This is to certify that I, Robert F. Arnold, has made a survey of the above described tract of land, and that said survey conforms to the current minimum standards for property boundary surveys of the Missouri Board for Architects, Professional Engineers, and Land Surveyors, as defined for type Urban Class property.

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Survey For:

Harpers Cov, LLC.

Adam Seraphine

7455 France Ave S.

Suite 351

Edina, MN 55435

Date: 09/02/2022Scale: N/A

Project Number: 11886-21: S1

Sheet Number: 1.1

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Page 90 of 99

HARPERS COV SUBDIVISION

PT SE 1/4

SEC. 10, T 39 N, R 16W

CAMDEN CO., MO

Lot	Area (S.F.)	Area (Ac.)	Lot	Area (S.F.)	Area (Ac.)
1	19578.65	0.45	22	9082.42	0.21
2	16177.03	0.37	23	8136.14	0.19
3	14803.18	0.34	24	8250.00	0.19
4	14371.41	0.33	25	8537.09	0.20
5	13789.71	0.32	26	8263.57	0.19
6 CA	12537.82	0.29	27	8175.70	0.19
7	15508.40	0.36	28	7439.80	0.17
8	14690.80	0.34	29	8572.35	0.20
9	14603.20	0.34	30	11910.44	0.27
10	14941.86	0.34	31	14975.62	0.34
11	15202.80	0.35	32	8641.75	0.20
12	14770.48	0.34	33	8431.19	0.19
13	14161.23	0.33	34	9192.14	0.21
14	15412.04	0.35	35	8794.14	0.20
15	13957.89	0.32	36	9241.65	0.21
16	14249.58	0.33	37	8798.56	0.20
17	15321.73	0.35	38	8800.00	0.20
19	11849.56	0.27	39 CA	39331.88	0.90
20	8299.68	0.19	40	11043.76	0.25
21	8281.84	0.19			



MATCH LINE SHEET 1.3

Legend:

Found Monument (As noted)	□
Found Rebar (1/2", Except as Noted)	○
Set Rebar (1/2", Except as Noted)	●
Right Of Way Marker	⦿
Right of Way Line	----
Center Line	----
Deed Line	----
Section Line	----
Boundary Line	----

Setbacks

ZONED R-1 (LOTS 1 - 40)
FRONT = 25 FEET
SIDE = 10 FEET
REAR = 20 FEET
LAKE = 30 FEET

Notes:

- Date of field work: December, 2021.
- The Professional Land Surveyor has made no investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose. There may exist other documents of record or not of record that may affect this surveyed parcel.
- The property owner names and recorded deed information were obtained from the County Recorder and/or County Assessor Office and are considered to be current. The Professional Land Surveyor makes no guarantees to the correctness of the deed or the current status of property ownership.
- Bearings are based on Plat/Deed of Record
- Book and Page Numbers and Document Numbers refer to the Records of Camden County, MO.
- Elevations based on Ameren UE Datum at Bagnell Dam.

CAD File:	Field Book:
SUB_PLAT	N/A
Drawn By:	Approved By:
CCS	RFA

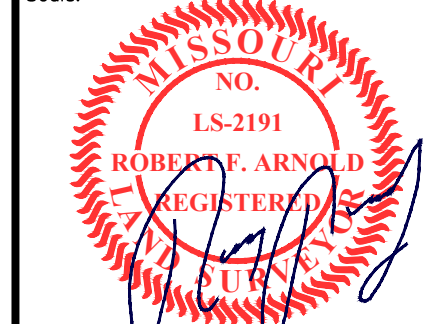
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Missouri State Certificate of Authority:
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E - 2017004119

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Seals:



Robert F. Arnold, PLS
MO # PLS 2191

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Survey For:

Harpers Cov, LLC.
Adam Seraphine
7455 France Ave S.
Suite 351
Edina, MN 55435

Date: 09/02/2022 Scale: 1" = 60'

Project Number: 11886-21: S1

Sheet Number: 1.2

HARPERS COV SUBDIVISION

PT SE 1/4

SEC. 10, T 39 N, R 16W

CAMDEN CO., MO

MATCH LINE SHEET 1.2

TOTAL
34.18 ACRES

HARPERS COV, LLC.
BK. 871, PG. 34

7.84 AC.

ZONED R-3

TRACT B
NOT IN SUBDIVISION

HARPERS COV, LLC.
BK. 871, PG. 34

7.84 AC.

ZONED R-3

TRACT A
NOT IN SUBDIVISION

HARPERS COV, LLC.
BK. 871, PG. 34

12.09 AC.

ZONED R-3

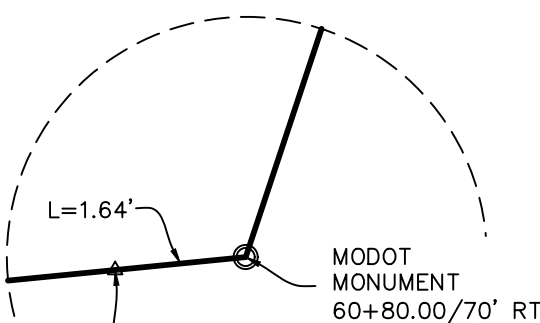
TRACT A
NOT IN SUBDIVISION

HARPERS COV, LLC.
BK. 871, PG. 34

12.09 AC.

ZONED R-3

FOUND NAIL IN STONE
NE CORNER
SE 1/4, SW 1/4
SEC. 10, T 39 N, R 16 W



ARC LENGTH: 1.64'
RADIUS: 884.92'
CHORD: N84°18'23"E
CHORD LENGTH: 1.64'

ARC LENGTH: 266.85'
RADIUS: 954.92'
CHORD: N76°21'14"E
CHORD LENGTH: 265.98'

ARC LENGTH: 373.13'
RADIUS: 1909.85'
CHORD: N62°45'05"E
CHORD LENGTH: 372.54'

SCALE: 1" = 60'



Legend:

Found Monument (As noted)	□
Found Rebar (1/2", Except as Noted)	○
Set Rebar (1/2", Except as Noted)	●
Right Of Way Marker	⦿
Right of Way Line	----
Center Line	----
Deed Line	----
Section Line	----
Boundary Line	----

Notes:

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CAD File:	Field Book:
SUB_PLAT	N/A
Drawn By:	Approved By:
CCS	RFA

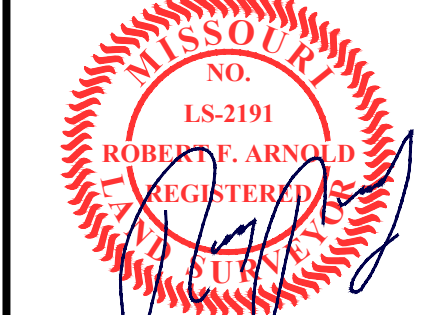
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Survey For:

Harpers Cov, LLC.
Adam Seraphine
7455 France Ave S.
Suite 351
Edina, MN 55435

Date: 09/02/2022 Scale: 1" = 60'

Project Number: 11886-21: S1

Sheet Number: 1.3

© 2022



October 31, 2022

Mr. Ron White
Planning Department
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SENT VIA: EMAIL
(rwhite@osagebeach.org)

RE: Site Development Plan Review – Harpers Cove

Dear Mr. White

We are in receipt of the latest set of site development plans for the above referenced project. The plans have been reviewed and are substantially complete. There are minor changes needing to be addressed that we have reviewed with the developer, their engineer and construction manager. These changes will be addressed in the final construction drawing to be used for permitting

This review is only for verification that the drawings generally conform to the City's standards and regulations. The reviewed is not accepting the design or suitability of the design for this application. This review shall not relieve the developer or his engineer from complying with the rules, regulations, ordinances, laws or statutes that are in effect at the time of design or construction. This includes any local, county, state or federal requirements.

Please contact us if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Joe Feldmann'.

Joseph Feldmann, P.E. Cochran
Project Manager

CC: Mike Welty, Kevin Crooks
Lloyd Dunham, Carry Patterson

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Discussion - FY2023 Operating Budget Salary Expenditures

Requested Action:

Discussion

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - FY2023 Operating Budget Draft #2 is pending.

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:

FY2023 Operating Budget Draft #1 was discussed at the recent budget workshops and further discussion and direction is needed from the Mayor and Board of Aldermen to appropriately complete the budget draft #2.

Enclosed is an update to my initial summary document discussed at the workshops outlining options for salary increases for FY2023. I revisited the detailed data based on actual positions as of October 31, 2022, and when applied to all current positions in the merit matrix program (excludes probationary employees and vacant positions), my initial

summary has been updated with more accurate data. The average salary increase for each option for all employees it applies to is noted, as well as the total cost of said salary increases, respectively. The total budgeted salary details for each department (to be represented in Draft #2) will further include new positions to be filled for the first time in the upcoming year, upon budget approval.

Both Option A & B - Merit increases + a Premium meets the recommendation of CBIZ, our compensation consultant. Last year, FY2022, the Board of Aldermen approved a 7% premium for all employees in addition to the merit increases for those employees within the merit matrix program (non-probationary employees), and this equated to an average increase of 10.2% received by employees. The premium addressed compression within the pay plan of existing employees as well as addressed the inflationary effects of the economic market.

According to CBIZ's recommendation, the labor market has shown signs of leveling off and although inflation is coming down a bit from all-time highs, it remains elevated and continues to be a factor in rising salaries. Hence, the recommendation is to consider increases in salaries aggregately in a range of 6.5% - 8.3%; Option A = 6.9%, Option B = 8.0%.

FY2023 Budget: Personnel Expenditures - Salaries - Updated Recommendation from Draft #1

	FY2023 Salaries w/ current Merit Increases 3%-4%-5%	Applied Ave % Increase	Add: Premium (Note 2)	Total Salaries FY2023 Budget UPDATED	Total Applied Ave % Increase	FY2023 Budget Draft #2 Additional Cost to Draft #1
A) Salaries - All Funds	\$ 5,100,000	3.3%	\$ 185,000 4%	\$ 5,300,000	6.9%	\$ 65,000
B) Salaries - All Funds	\$ 5,100,000	3.3%	\$ 260,000 5.25%	\$ 5,420,000	8.0%	\$ 185,000

Notes:

1) Due to current economic market, FY2023 Pay Plan adjustment is recommended at 5.3%; Total salary increase recommended at no less than = 6.5% to remain competitive and continue addressing compression from previous year's adjustments.

When applied to actual positions, based on previous year merit %, Option A meets CBXZ recommendation.

2) To address Note 1:

- Maintain the current Merit Matrix; no ordinance change. This maintains a consistent base merit % directly tied to performance.
- Add a premium to scheduled merit increases for the purpose of maintaining the Pay Plan as recommended by CBIZ to address current economic market conditions and compression equally to all personnel, including the most recently hired employees who haven't entered the 'merit' system (probationary employees).

3) FY2023 Salaries outlined in Draft #1 include 3.2% increase overall in Costs = <\$175,000.

4) Option A - adds \$65,000 to Draft #1 Salaries; Option B - adds \$185,000 to Draft #1 Salaries.

5) Quartile movement for both options A or B are substantially similar = estimated that approximately 52%-55% of F/T employees will be in the combined Second and Third Quartiles; compared to FY2022 = 38% of employees were in Second and Third Quartile

Estimated 55%-58% increase of employees to move to SECOND QUARTILE

Estimated 22%-25% increase of employees to move to THIRD QUARTILE

6) 25 fulltime new employees as of 10/31/2022

7) FY2022 average employee % increase received (Merit + Premium) = 10.2% (Board approved a 7% premium above the merit matrix)

8) Merit Matrix per quartile + Premium for Options A & B, and with no option:

A: w/ Premium 4%		Quartile			
Rating		First	Second	Third	Fourth
4	Average % Increase = 6.9%	9.00%	8.00%	7.50%	7.00%
3		8.00%	7.25%	6.75%	6.50%
2		7.00%	6.50%	6.25%	6.00%
1		0.00%	0.00%	0.00%	0.00%

*B: w/ Premium 5.25%		Quartile			
Rating		First	Second	Third	Fourth
4	Average % Increase = 8.0%	10.25%	9.25%	8.75%	8.25%
3		9.25%	8.50%	8.00%	7.75%
2		8.25%	7.75%	7.50%	7.25%
1		0.00%	0.00%	0.00%	0.00%

No Premium - Current Matrix		Quartile			
Rating		First	Second	Third	Fourth
4	Average % Increase = 3.3%	5.00%	4.00%	3.50%	3.00%
3		4.00%	3.25%	2.75%	2.50%
2		3.00%	2.50%	2.25%	2.00%
1		0.00%	0.00%	0.00%	0.00%

City of Osage Beach
Agenda Item Summary

Date of Meeting: November 17, 2022
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Motion to Appoint Two Members to the TIF Commission by Mayor Harmison

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to the Planning Commission (RSMo 89.320); OB/LO Joint Sewer Board (RSMo 250.020.1); TIF Commission (City Code Section 135.180); and Liquor Control Board (City Code 60.030).

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Timothy Gardner (to fill vacant seat expiring June 1, 2023) (Expires TBD)
4445 Ski Rd
Osage Beach, MO. 65065
314-440-6891
Tim@smartprintingcenters.com

Bob Van Hook (to fill vacant seat expiring June 1, 2026) (Expires TBD)
340 W. 2-B
Lake Ozark, MO. 65049
573-216-4613
bob@coralreefseafood.net

City Attorney Comments:

Not Applicable

City Administrator Comments:

The two appointments to consider will fill two vacated seats with expiration dates of June 1, 2023 and June 1, 2026 respectively. The TIF Commission ordinance was recently modified by the Board of Aldermen, and the above expiration of terms may be modified to best meet the new ordinance details regarding staggering of terms.

TIF COMMISSION

Eleven-member commission; **six members appointed by the Mayor confirmed by the Board of Aldermen**; two members appointed by the county presiding commissioner; two members appointed by the school board; one member representing all other districts levying taxes. Four-year terms after initial appointment.

Alderman Tyler Becker – Expires 2023
1415 Peach Blossom Lane
Osage Beach, MO 65065
573-434-6150
tbecker@osagebeach.org

Fred Catcott – Expires 2026
5336 Gamble Circle
Osage Beach, MO 65065
573-552-2901
fcattcott@gmail.com

Dave Crane – Expires 2026
6523 Robyn Pl
Osage Beach MO 65065
573-415-7268
Dcrane769@gmail.com

Geniece Tyler - Expires 2026
2057 Hidden Hills Court
Osage Beach MO 65065
573-480-4847
geniece@goldendoormotel.com

Vacated – TBD – Term Expires 2023

Vacated – TBD – Term Expires 2026