

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH A 25-YEAR AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION TO ASSIST THE CITY WITH MANAGEMENT AND MAINTENANCE OF THE CITY PARK.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute a contract with Missouri Department of Conservation, to assist the City with management and maintenance of the City Park, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.

Section 3 This Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: April 20, 2023

READ SECOND TIME: May 4, 2023

I hereby certify that the above Ordinance No. 23.26 was duly passed on May 4, 2023 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0 Abstentions: 0 Absent: 0

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

May 4, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 23.26

May 4, 2023
Date

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

**AGREEMENT BETWEEN THE
CITY OF OSAGE BEACH
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this 20th day of April, 2023, by and between the CITY OF OSAGE BEACH (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Camden County with a 6-acre lake known as Osage Beach City Park Lake that is used by the City for public fishing, general recreation and enjoyment of the outdoors, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. **CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as the City jurisdiction permits, for the safety and well-being of the Area’s users and facilities.
 - E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Osage Beach City Park Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the City. The City agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one

hundred and twenty days prior to any applicable termination date.

- E. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF
CONSERVATION**

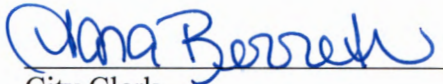
FISHERIES SECTION CHIEF

CITY OF OSAGE BEACH



MAYOR

Attest:



City Clerk

EXHIBIT A

BOOK 0483 PAGE 0837 SPECIAL WARRANTY DEED

THIS INDENTURE, Made and entered into effective the 18 day of August A.D., Nineteen Hundred and Ninety-Nine, by and between UNION ELECTRIC COMPANY d/b/a AmerenUE, P.O. Box 66149, St. Louis, Missouri 63166-6149, at the City of St. Louis, State of Missouri, a corporation organized and existing under the laws of the State of Missouri, (Grantor) and CITY OF OSAGE BEACH of the County of Camden, State of Missouri, (Grantee) (Mailing address is 1000 City Parkway, Osage Beach, MO 65065):

WITNESSETH, THAT THE GRANTOR in consideration of the payment to it of the sum of TEN DOLLARS and other valuable consideration by the Grantees (the receipt of which by the Grantor is hereby acknowledged, done by their President, Secretary and Cash,

Convey and Confirm unto the Grantees, and their heirs, successors and assigns the following described lots, tracts, or parcels of land lying, being, and situate in the County of Camden and State of Missouri, to-wit:

A tract of land in part of Sections 6 and 7 in Township 39 North, Range 15 West, Camden County, Missouri, and being more particularly described as:

Beginning at a point being the Northwest Corner of the South half of Lot 1 of the Southwest Quarter of said Section 6 said point also being a point in the Southwest Right of Way of the 30 foot wide County (Fish Hatchery) Road Number 54-25, thence North 89 Degrees 35 Minutes 53 Seconds East 1323.22 feet to a point, thence South 88 Degrees 38 Minutes 58 Seconds East 656.01 feet to a point, thence South 00 Degrees 23 Minutes 53 Seconds West 1006.06 feet to a point, thence North 68 Degrees 58 Minutes 47 Seconds West 660.78 feet to a point, thence South 89 Degrees 47 Minutes 64 Seconds West 664.20 feet to a point, thence South 00 Degrees 20 Minutes 01 Seconds West 328.80 feet to a point in the North line of said Section 7, thence along said line North 89 Degrees 40 Minutes 24 Seconds West 324.71 feet to a point, thence departing said North line of Section 7 South 00 Degrees 18 Minutes 04 Seconds West 329.01 feet to a point, thence North 69 Degrees 40 Minutes 24 Seconds West 330.11 feet to a point, thence South 00 Degrees 19 Minutes 05 Seconds West 658.39 feet to a point, thence North 69 Degrees 40 Minutes 24 Seconds West 390.21 feet to a point, thence South 00 Degrees 19 Minutes 57 Seconds West 1302.36 feet to a point to be later referred to as Point "A" said point also being the 665 foot U.S.G.S. contour line of the Lake of the Ozarks, thence along said 665 contour line South 67 Degrees 28 Minutes 22 Seconds West 108.48 feet to a point, thence South 76 Degrees 52 Minutes 07 Seconds West 65.32 feet to a point, thence South 68 Degrees 08 Minutes 12 Seconds West 67.61 feet to a point, thence North 67 Degrees 23 Minutes 05 Seconds West 50.05 feet to a point, thence North 68 Degrees 43 Minutes 28 Seconds West 68.20 feet to a point, thence North 62 Degrees, 06 Minutes 25 Seconds West 34.23 feet to a point, thence North 24 Degrees 23 Minutes 18 Seconds West 51.12 feet to a point, thence North 07 Degrees 19 Minutes 58 Seconds West 63.16 feet to a point, thence North 03 Degrees 01 Minutes 18 Seconds West 133.38 feet to a point, thence North 06 Degrees 03 Minutes 52 Seconds East 72.02 feet to a point, thence North 15 Degrees 32 Minutes 12 Seconds East 375.70 feet to a point, thence North 14 Degrees, 54 Minutes 46 Seconds West 152.61 feet to a point, thence North 07 Degrees 23 Minutes 22 Seconds East 134.12 feet to a point, thence North 22 Degrees 27 Minutes 12 Seconds East 140.36 feet to a point, thence North 29 Degrees 41 Minutes 22 Seconds East 116.16 feet to a point, thence North 01 Degrees 58 Minutes 08 Seconds West 68.76 feet to a point, thence South 48 Degrees 54 Minutes 22 Seconds West 24.18 feet to a point, thence South 32 Degrees 56 Minutes 52 Seconds West 128.94 feet to a point, thence South 73 Degrees 39 Minutes 32 Seconds West 31.31 feet to a point, thence North 60 Degrees 04 Minutes 15 Seconds West 243.36 feet to a point, thence South 39 Degrees 44 Minutes 32 Seconds West 161.44 feet to a point, thence South 45 Degrees 17 Minutes 32 Seconds West 115.00 feet to a point later to be referred to as Point "B", thence departing said 665 contour line South 89 Degrees 42 Minutes 55 Seconds West 15.00 feet to a point, thence North 00 Degrees 23 Minutes 20 Seconds East 969.83 feet to a point, thence South 89 Degrees 40 Minutes 24 Seconds East 390.29 feet to a point, thence North 00 Degrees 18 Minutes 06 Seconds East 327.59 feet to a point in the North

line of aforesaid Section 7, thence along said line South 89 Degrees 40 Minutes 24 Seconds East 485.01 feet to a point, thence departing said North line of Section 7 North 45 Degrees 34 Minutes 18 Seconds East 414.20 feet (dead North 45 degrees East 417 feet, more or less; old dead North 44 degrees 45 minutes 34 seconds East 415.72 feet) to a point, thence North 00 Degrees 24 Minutes 48 Seconds East 1035.88 feet to the point of beginning containing 91.42 acres. EXCEPTING THEREFROM any portion of the above described property taken or used for road purposes.

Also an easement to the 862 foot U.S.G.S. contour line being more particularly described as beginning at aforesaid Point "A", thence South 00 Degrees 19 Minutes 57 Seconds West to its intersection with the 862 foot U.S.G.S. contour line, thence Westward and Westward and Northward along said 862 foot contour line with its meanderings to a point distant North 89 Degrees 42 Minutes 55 Seconds East from aforesaid Point "B", thence South 89 Degrees 42 Minutes 55 Seconds West to said Point "B" being the 865 foot U.S.G.S. contour line, thence eastward thence southward thence eastward with its aforescribed meanderings to said Point "A" being the point of beginning. Said easement is for use and access to Lake of the Ozarks.

Subject to all restrictions, reservations, conditions and easements of record and to all existing roads and power lines, whether of record or not.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantees and unto their heirs, successors and assigns, forever; the said Union Electric Company d/b/a AmerenUE hereby covenanting that it and its successors will warrant and defend the title to the said premises unto the Grantees and unto their heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or undersaid Grantor.

RESERVING, HOWEVER, UNTO Grantor, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, the perpetual rights and easements described in Paragraphs (a) and (b) below in and to the Premises to wit;

(a) To back water over or under, submerge, flood or otherwise damage said Premises through backwater or otherwise, whether caused by flooding, erosion, seepage, ground water, lack of drainage, obstructed drainage, or in any manner whatever, resulting from the construction, reconstruction, operation and maintenance by Grantor, its successors and assigns, or by the United States Government or by any other Licensee of the Bagnell Dam, power plant and works appurtenant thereto located in, across or adjacent to the Osage River at approximately mile 81.5 on said river in Miller County, Missouri, and constructed in accordance with plans approved by the Federal Power Commission for Project No. 459, currently operated under the Federal Energy Regulatory Commission License issued on April 9, 1961, or any renewal thereof, or resulting from the construction, operation, and maintenance, by them or any of them, of any other dam or reconstructed dam and power plant and works appurtenant thereto, at or near said site.

(b) To have rights of ingress and egress, to enter and re-enter upon, to clear and to keep clear of trees and other objects such portion or portions of said lands as is required by the license issued for said Project No. 459.

To have and to hold the aforesaid easements in, upon, over and to the Premises hereby conveyed, with all the rights, privileges and appurtenances thereto belonging or in

any way appertaining, unto the said Grantor, its successors and assigns, so long as any of the said Premises shall be wholly or partially and/or continuously or intermittently submerged or affected by said waters throughout the full period of the maintenance by the said Grantor, its successors or assigns, of said dam or any other or any reconstructed dam at or near said site, under the license heretofore issued for said Project No. 459, or under any license which may hereafter be issued to Grantor, its successors or assigns, and throughout the full period of the maintenance of such dam or any other dam or any reconstructed dam by the United States Government after the expiration of such license or licenses or its future licensees;

IT IS FURTHER PROVIDED, this conveyance is made subject to the following covenants, running with the land, to wit;

1. The use of the Premises conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with the Grantor's hydroelectric Project No. 459 operated under Federal Energy Regulatory Commission License issued on April 9, 1981 and;

2. The Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed Premises will occur in a manner that will protect the scenic, recreational, and environmental values of said Project No. 459.

3. Grantee agrees that said property will be used as a park or other public purpose. If the property ceases to be used as a park or other public purpose the property shall immediately revert back to Grantor, its successors or assigns, at their option. If the Grantor, its successors or assigns accepts the property, it will refund the original purchase price to the Grantee.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the Grantee, and its successors and assigns, FOREVER.

IN WITNESS WHEREOF, Party of the First Part has caused these presents to be signed by its Vice President and attested by its Corporate Secretary and its corporate seal to be hereto affixed, all effective the day and year first above written.

UNION ELECTRIC COMPANY d/b/a AmerenUE

By

Michael J. Montana
Michael J. Montana, Vice President



[Signature]
Assistant Secretary

STATE OF MISSOURI

CITY OF ST. LOUIS } SS

On this 18th day of August, A.D., 1999, before me appeared Michael J. Montana to me personally known, who, being by me duly sworn, did say that he is a vice president of Union Electric Company d/b/a AmerenUE, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.



Renee M. Reynolds
Notary Public in and for said County and State

My commission expires

RENEE M. REYNOLDS
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES MAY 2, 2001

RMR/cjs
redocs\legal\vmr-spwadeed-city of osage beach2
8/17/99

Sale of Fish Hatchery property to City of Osage Beach

Approved: Re. Operations

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Real Estate

JP 8/17/99 Annie Snelling 8/17/99

Approved: Re. Legal Form and Regulatory Bodies

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Re. Mortgages

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Re. Insurance

Special Warranty Deed approved on Contract of Sale on 9/1/98

Approved: Re. Environmental

Special Warranty Deed approved on Contract of Sale on 9/1/98

BOOK 0483 PAGE 0837



RMR/cjs

S. Missouri, County of Camden, SS
FILED FOR RECORD
This 19 day of May 1999
at 2:14 O'clock P.M. and is now
Recorded in BOOK 483 PAGE 837.
DONNIE SNELLING
RECORDER CAMDEN COUNTY, MO.
Donnie Snelling
Deputy
Ellis-Bryant Co., Springfield, Mo. - W-7988 30

PML-T

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 2) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 4) Control grass on roads and parking areas and around traffic control barriers (if present).
- 5) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 6) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.