



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
Email: www.osagebeach.org

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
October 17, 2013 – 6:30 P.M.
CITY HALL

******* Note: Make sure that your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' 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. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

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

- Minutes of 10/03/2013 (Page 01)
- Bills List (Page 05)

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Bill 13-63. Accepting Deed from the City of Lake Ozark for Sewer Infrastructure and Sewer Easements. First and Second Readings (Page 18)
- B. Bill 13-64. Authorize Mayor to Execute Communication System Agreements with Osage Beach Fire Protection District and the Lake Ozark Fire Protection District. First and Second Readings (Page 26)
- C. Bill No. 13-65. Authorize Mayor to Execute a Contract with C. J. Electric, LLC for Electrical Repair at the Public Works Material Storage Facility. First and Second Readings (Page 38)
- D. Bill No. 13-66. 2013 Budget Amendment for Land Purchase. First and Second Readings (Page 48)
- E. Bill No. 13-67. Accepting a Portion of Parkwood Circle. First Reading (Page 50)
- F. Bill No. 13-68. Authorize Mayor to Execute the Aviation Project Consultant Supplemental Agreement No. 2. First and Second Readings (Page 55)
- G. Authorize Purchase of ABS Grinder Pumps for Replacement (Page 69)
- H. Third Quarter Budget Review. Discussion of Revenues and Expenses (Page 71)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI

October 3, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met for a special meeting on Thursday, October 3, 2013, at 6:15 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Ron Schmitt and Alderman Kevin Rucker. City Clerk Diann Warner was present and performed the duties of the City Clerk's office.

Appointment to the Board of Aldermen to Fill Vacancy in Ward 2.

Mayor Lyons announced that five resumes were received to fill the vacant position in Ward 2. Mayor Lyons appointed Michelle Myler to fill the vacancy in Ward 2 until the Municipal Election in April 2014.

Alderman Catcott moved to approve the appointment of Michelle Myler to fill the vacant seat in Ward 2 until the Municipal Election in April. Alderman Schmitt seconded the motion which was voted on and passed.

Oath of Office.

City Clerk Diann Warner administered the oath of office to Michelle Myler, Alderman Ward 2.

There being no further business to come before the Board of Aldermen, the special meeting adjourned at 6:20 p.m.

Diann Warner, City Clerk

Penny Lyons, Mayor

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI

October 3, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, October 3, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman Michelle Myler, Alderman John Olivarri, Alderman Ron Schmitt, and Alderman Kevin Rucker. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on September 19, 2013, the bill list as submitted and a picnic license for Elks Lodge for October 19, 2013. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Bill No. 13-61. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, PROJECT NUMBER 13-045A-1, WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR FUNDING FOR LAND ACQUISITION

Public Works Director Nick Edelman explained that Bill 13-61 is the agreement for the land purchase near the Grand Glaize Airport. He added that it had to be modified because of some legal issues with the first agreement.

Mayor Lyons presented the first reading of Bill No. 13-61 by title only. It was noted that Bill No. 13-61 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 13-61 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-61 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-61. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-61 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Rucker,

Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Myler. “Nays”: None. Bill No. 13-61 was passed and approved as Ordinance No. 13.61.

Bill No. 13-62. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COOPER SITEWORKS, INC. FOR THE MILL/PASSOVER ROAD IMPROVEMENTS

Public Works Director Nick Edelman explained that this project will reconstruct the Mill/Passover intersection as well as replace landscaping and fix some driveways that have grade issues after the reconstruction of Passover Road. Mr. Edelman said the construction will be complete before the end of the year.

The following bidders responded:

Stockman Construction Corp.	\$47,430.60
Travis Hodge Hauling LLC	\$46,522.00
Cooper Siteworks, Inc.	\$33,573.05

Cooper Siteworks, Inc. is the apparent low bidder with a bid in the amount of \$33,573.05. The Engineering Department has worked with Cooper Siteworks, Inc. in the past with positive results and recommended awarding the Mill/Passover Intersection Improvements project to Cooper Siteworks, Inc.

Funding for this project is available from 20-00-773143 Passover Road with a budget balance of \$27,325. The additional funds required to complete this project are available from unrestricted funds in the Transportation Fund which has a balance of \$348,651 for Fiscal Year 2013.

The Public Works Director recommended approval of Bill 13-62.

Mayor Lyons presented the first reading of Bill No. 13-62 by title only. It was noted that Bill No. 13-62 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 13-62 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-62 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-62. Alderman Catcott seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-62 and to pass same into Ordinance: “Ayes”: Alderman Rucker, Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Schmitt. “Nays”: None. “Abstain”: Alderman Myler. Bill No. 13-62 was passed and approved as Ordinance No. 13.62.

Communication from Board Members.

Alderman Kahrs. Steve Kahrs welcomed Alderman Myler and said he looked forward to working with her.

Alderman Olivarri. John Olivarri welcomed Alderman Myler.

Staff Communications.

City Attorney. Ed Rucker said he sent a letter to the attorneys involved in the City's ability to regulate cell towers. He received information from the court that they denied all intervention and the case will proceed in court. Alderman Rucker commented that he spoke with Representative Miller and he offered to explain the Bill to the Board. Alderman Rucker said Representative Miller did not believe the Bill takes regulatory authority away from the Board.

Alderman Rucker offered to contact Representative Miller and invite him to a Board meeting.

City Clerk. Diann Warner welcomed Alderman Myler.

Police Department. Todd Davis welcomed Alderman Myler and extended congratulations to former Alderman Lois Farmer on her retirement. He thanked Lois for her support of the police department during her years as an elected official.

City Planner. Cary Patterson welcomed Alderman Myler.

Public Works Director. Nick Edelman reported that he is meeting with FEMA tomorrow to discuss the Park and the public assistance they provide.

There being no further business to come before the Board, the meeting adjourned at 6:45 p.m.

I, Diann Warner, 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, held on October 3, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

000005

**CITY OF OSAGE BEACH
BILLS LIST
October 17, 2013**

Bills Paid Prior to Board Meeting	104,225.10
Payroll Paid Prior to Board Meeting	115,894.89
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prewitt's Pt	0.00
TIF Transfer Dierbergs	0.00
Bills Pending Board Approval	165,361.68
Total Expenses	<u>385,481.67</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000006	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding		3,788.96
			INTERNAL REVENUE SERVICE	Fed WH	11,757.09
			FICA	7,009.59	
			Medicare	1,639.34	
		ICMA	Retirment 457 &	295.91	
			Retirement 457	746.99	
			Loan Repayments	1,056.06	
			Loan Repayments	910.05	
			401 Loan Payment	285.38	
			401 Loan Payment	415.85	
			Loan Repayments	362.79	
			Loan Repayments	373.22	
			Loan Repayments	242.25	
			Loan Repayments	288.34	
			Retirment Roth IRA %	55.35	
			Retirement Roth IRA	140.00	
			JP MORGAN CHASE BANK	HSA Contribution	25.00
				HSA Family/Dep. Contributi	1,622.75
			WOODLAND CLEANING & RESTORATION SERVIC	PARK FLOOD INS DEDUCTIBLE	2,500.00
				TOTAL:	33,514.92
City Administrator	General Fund		INTERNAL REVENUE SERVICE	FICA	425.79
				Medicare	99.58
		ICMA	Retirement 401	424.79	
			CITY ADMIN CELL PHONE	31.38	
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	147.84	
		TOTAL:	1,129.38		
City Clerk	General Fund	TYLER TECHNOLOGIES INC	COURT MGMT TRAINING - M TA	250.00	
			INTERNAL REVENUE SERVICE	FICA	324.55
			Medicare	75.90	
		ICMA	Retirement 401	304.18	
			URLICKS, DOROTHY	MoCCFOA MILEAGE & MEALS	268.37
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00	
		MO STATE UNIVERSITY OUTREACH	DOROTHY URLICKS	165.00	
		TOTAL:	1,613.00		
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	474.90	
			Medicare	111.07	
		ICMA	Retirement 401	469.48	
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
		TOTAL:	1,280.45		
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.23	
			Medicare	22.27	
		ICMA	Retirement 401	92.76	
TOTAL:	210.26				
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	289.95	
			Medicare	67.81	
		ICMA	Retirement 401	283.81	
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
		TOTAL:	716.57		
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	318.71	
			Medicare	74.53	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000007 AMOUNT
		ICMA	Retirement 401	319.55
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	937.79
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	SEPT TRASH SERVICE	116.24
			TOTAL:	116.24
Parks	General Fund	AMEREN MISSOURI	CITY PARK #2 DISPLAY C	10.01
			FISH HATCHERY RD SOCCER FL	19.54
			CITY PARK #2 DISPLAY D	9.79
			FISH HATCHERY RD BALL FIEL	259.12
			CITY PARK #2 DISPLAY B	9.79
			CITY PARK #2 DISPLAY A	9.79
			CITY PARK #2 IRRIGATION PU	10.01
		INTERNAL REVENUE SERVICE	FICA	277.42
			Medicare	64.88
		ICMA	Retirement 401	227.78
		AT & T MOBILITY-CELLS	PARK CELL PHONE	31.38
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,117.01
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	121.95
			Medicare	28.52
		ICMA	Retirement 401	121.46
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	346.93
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,956.80
			Medicare	691.49
		ICMA	Retirement 401	2,893.14
		AT & T MOBILITY-CELLS	POLICE DEPT CELL PHONES	165.51
		JP MORGAN CHASE BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,275.00
			TOTAL:	8,131.94
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	790.58
			Medicare	184.89
		ICMA	Retirement 401	800.58
		JP MORGAN CHASE BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	300.00
			TOTAL:	2,188.55
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	264.97
			Medicare	61.97
		ICMA	Retirement 401	260.30
		AT & T MOBILITY-CELLS	PLANNER CELL PHONE	23.53
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	723.27
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	364.34
			Medicare	85.22
		ICMA	Retirement 401	358.19
		AT & T MOBILITY-CELLS	ENG DEPT CELL PHONES	125.52
		JP MORGAN CHASE BANK	HSA Contribution	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,120.77
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	304.40
			Medicare	71.20
		ICMA	Retirement 401	295.57
		AT&T INTERNET/IP SERVICES	SERVICE 09/19-10/18/13	807.45
		AT & T /EMSGTWY_SBC	SERV 08/01-08/31/13	142.76
		CHARTER BUSINESS	OCT SERVICE	205.00
		AT & T MOBILITY-CELLS	SERVICE 08/13-09/12/13	79.98
			IT DEPT CELL PHONE	194.47
		VERIZON WIRELESS	SERVICE 09/22-10/21/13	80.04
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			TOTAL:	2,218.37
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	382.31
		INTERNAL REVENUE SERVICE	Fed WH	1,142.24
			FICA	693.98
			Medicare	162.29
		ICMA	Retirement 457	60.30
			Loan Repayments	60.91
			401 Loan Payment	16.89
			401 Loan Payment	0.95
			Loan Repayments	0.95
			Loan Repayments	1.43
			Retirment Roth IRA %	0.54
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	25.52
			TOTAL:	2,568.31
Transportation	Transportation	ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT	38.75
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	140.01
			872 PASSOVER RD STREET LIG	45.76
			680 PASSOVER RD LIGHTING C	129.14
		WATERMAN, RANDY	CDL LICENSE REIMB	45.00
		INTERNAL REVENUE SERVICE	FICA	693.98
			Medicare	162.29
		ICMA	Retirement 401	696.00
		CAMDEN COUNTY RECORDER OF DEEDS	PHEASANT DRIVE	27.00
		GARMANY, VICTOR	REIMB FOR CDL TEST	32.50
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	250.46
			TOTAL:	2,298.39
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	200.16
		INTERNAL REVENUE SERVICE	Fed WH	675.79
			FICA	481.04
			Medicare	112.49
		ICMA	Retirement 457	97.80
			Loan Repayments	47.73
			401 Loan Payment	41.16
			401 Loan Payment	76.95
			Loan Repayments	69.03
			Loan Repayments	1.45
			Retirment Roth IRA %	0.55
			Retirement Roth IRA	12.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	40.53
			TOTAL:	1,857.18
Water	Water Fund	AMEREN MISSOURI	WELL #2 LK RD 54-59	1,368.85
			SWISS VILLAGE WELL	2,169.40
			COLUMBIA COLLEGE WELL	661.21
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT	38.74
		AMEREN MISSOURI	PARKVIEW WELL	817.06
			COLUMBIA COLLEGE TOWER	106.07
		INTERNAL REVENUE SERVICE	FICA	481.05
			Medicare	112.49
		ICMA	Retirement 401	469.43
		DUNHAM, LOYD	MILEAGE REIMB 09/25-10/01/	51.98
		AT & T MOBILITY-CELLS	WATER DEPT CELL PHONES	62.75
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	287.04
			TOTAL:	6,663.57
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	247.77
		INTERNAL REVENUE SERVICE	Fed WH	855.92
			FICA	569.52
			Medicare	133.19
		ICMA	Retirement 457	118.10
			Loan Repayments	13.68
			Loan Repayments	57.35
			401 Loan Payment	74.27
			401 Loan Payment	67.48
			Loan Repayments	13.54
			Loan Repayments	1.45
			Retirment Roth IRA %	0.55
			Retirement Roth IRA	12.50
		JP MORGAN CHASE BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	0.53
			TOTAL:	2,183.35
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,661.59
			GRINDER PUMPS & LIFT STATI	6,278.70
			GRINDER PUMPS & LIFT STATI	4,171.28
			GRINDER PUMPS & LIFT STATI	9,044.69
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT	38.75
		AMEREN MISSOURI	709 MALIBU RD 2ND METER	67.03
			KETTERLIN IND PK 54-56 FEE	835.04
		INTERNAL REVENUE SERVICE	FICA	569.51
			Medicare	133.20
		ICMA	Retirement 401	571.06
		PEDROLA, TOM	MILEAGE REIMB 09/25-10/01/	102.37
		AT & T MOBILITY-CELLS	SEWER DEPT CELL PHONES	39.22
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	289.66
		NEIMAN, ROB	MILEAGE REIMB 09/18-09/25/	77.29
			TOTAL:	24,916.89
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	311.00
		INTERNAL REVENUE SERVICE	Fed WH	838.36
			FICA	668.90
			Medicare	156.45

000010

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Loan Repayments	62.73
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	62.50
			TOTAL:	2,099.94
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	668.90
			Medicare	156.45
		ICMA	Retirement 401	487.43
		AT & T MOBILITY-CELLS	AMB DEPT CELL PHONES	94.56
		AMBULANCE REIMBURSEMENT SYSTEMS INC	SEP AMBULANCE BILLING FEES	996.68
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	375.00
			TOTAL:	2,779.02
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	91.20
		INTERNAL REVENUE SERVICE	Fed WH	346.59
			FICA	273.61
			Medicare	64.00
		ICMA	Retirment 457 &	116.87
			TOTAL:	892.27
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED WASTE SERVICES #435	SEPT TRASH SERVICE	56.26
		AMEREN MISSOURI	LCT AIRPORT HANGAR RENTAL	75.80
		INTERNAL REVENUE SERVICE	FICA	273.61
			Medicare	64.00
		ICMA	Retirement 401	228.30
		JP MORGAN CHASE BANK	HSA Contribution	60.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	907.97
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	79.60
		INTERNAL REVENUE SERVICE	Fed WH	308.16
			FICA	203.48
			Medicare	47.59
		ICMA	Retirment 457 &	77.91
			TOTAL:	716.74
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SEPT SEWER & WATER	37.71
		ALLIED WASTE SERVICES #435	SEPT TRASH SERVICE	56.26
		AMEREN MISSOURI	GG AIRPORT HANGAR	54.38
			AIRPORT RD HWY 54 TBLC EXT	222.63
			GG AIRPORT SHOP	14.43
			957 AIRPORT RD	10.37
			TBLC EXT D GG AIRPORT	16.16
			GG AIRPORT HANGAR	24.35
			GG AIRPORT SLEEPY	13.09
		INTERNAL REVENUE SERVICE	FICA	203.48
			Medicare	47.59
		ICMA	Retirement 401	185.57
		JP MORGAN CHASE BANK	HSA Contribution	15.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	976.02

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

000011

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

10	General Fund	55,365.45
20	Transportation	4,866.70
30	Water Fund	8,520.75
35	Sewer Fund	27,100.24
40	Ambulance Fund	4,878.96
45	Lee C. Fine Airport Fund	1,800.24
47	Grand Glaize Airport Fund	1,692.76

	GRAND TOTAL:	104,225.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012 AMOUNT			
NON-DEPARTMENTAL	General Fund	CENTER FOR MUNICIPAL SOLUTIONS	5715 HWY 54 4G LTE	2,225.00			
			OTIS DR TRAILS END CT 4G L	2,075.00			
			HWY 54 & LAKE RD 4G LTE	1,975.00			
			5715 HWY 54 MOD	225.00			
			TOTAL:	6,500.00			
Mayor & Board	General Fund	BANKCARD CENTER 3358	9-CELL/85-WHR BATTERY LATI	112.49			
			TOTAL:	112.49			
City Clerk	General Fund	CONCEPTS FOR BUSINESS LLC STAPLES ADVANTAGE	81714 YEAR CODE LABELS 201	23.23			
			BINDERCLIPS	7.98			
			LABEL MAKER & TAPE	36.00			
			MECH PENCILS, ERASERS	11.13			
			TOTAL:	78.34			
Municipal Court	General Fund	WASHBURN, WILLIAM F	OCT MUNICIPAL COURT JUDGE	1,763.17			
			TOTAL:	1,763.17			
City Attorney	General Fund	WEST STAPLES ADVANTAGE	INFORMATION CHARGES	237.64			
			HILITERS	5.31			
			TOTAL:	242.95			
Building Inspection	General Fund	FLEET ONE PRECISION AUTO & TIRE SERVICE LLC ALPHAGRAPHS	BLDG DEPT FUEL	59.27			
			TIRES #45	476.00			
			BUSINESS CARDS - TRINA	45.00			
			TOTAL:	580.27			
Building Maintenance	General Fund	ELECTRONICS UNLIMITED GB MAINTENANCE SUPPLY PRAIRIEFIRE COFFEE & ROASTERS CULLIGAN LAKE OF THE OZARKS AB PEST CONTROL STANLEY SECURITY SOLUTIONS, INC KEEPING CONDOS CLEAN GEO-ENTERPRISES, INC BANKCARD CENTER 2268 MARTIN MACHINERY LLC	PHONE LINES & EXTENSIONS	209.00			
			FLEXI-CLEAN, TILE CLEANER	37.44			
			COFFEE, TEA, HOT CHOC, CRE	166.80			
			WATER COOLER	38.51			
			SERVICE & LABOR	85.00			
			SALT	75.70			
			PEST CONTROL	125.00			
			HEAVY DUTY LEVER SET	228.85			
			JANITORIAL SERVICES CITY H	1,541.67			
			FLUID COOLER REPAIR	3,136.00			
			ASPHALT BLKTOP, 5 FT EXTEN	20.74			
			GENERATOR REPAIR	365.14			
			TOTAL:	6,029.85			
			Parks	General Fund	PURCELL TIRE CO MEEKS BUILDING CENTER FLEET ONE O'REILLY AUTOMOTIVE STORES INC SHERWIN-WILLIAMS LOWE'S MO STATE AGENCY FOR SURPLUS EZARD'S	FLAT REPAIR MOWER	10.70
						NUTS, BOLTS, SCREWS	3.50
PARKS FUEL	178.20						
PARK FUEL	18.87						
PARKS FUEL	259.45						
MOTOR OIL	19.49						
MOTOR OIL	5.54						
ATH WHITE 2	40.62						
CLAMP, DISCHARGE HOSE	62.44						
MIRRORS & CABINET	90.00						
SPRAY-NINE CLEANER, HAND T	18.98						
SCREWDRIVER	4.99						
FLAGGING TAPE	2.79						
UTILITY LIGHTER	9.98						
POSTS STUDED T GR 6"	14.98						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000013	AMOUNT
			TOTAL:		729.45
Human Resources	General Fund	BANKCARD CENTER 3333	PDA TRAINING		435.32
			GIFT CARDS		465.00
		BANKCARD CENTER 3358	GIFT CARDS		1,800.00
		OCCUPATIONAL MEDICINE CLINIC	FIT FOR DUTY PHYSICALS		100.00
		CAMDEN COUNTY HEALTH DEPARTMENT	HEP A & HEP B VACCINE		110.00
			TOTAL:		2,910.32
Overhead	General Fund	XEROX CORPORATION	BASE CHARGE CITY HALL		547.32
		HY-VEE FOOD & DRUG STORES INC	WORKER'S COMP		4.00
			WORKER'S COMP		209.99
		OCCUPATIONAL MEDICINE CLINIC	WORKER'S COMP		377.82
			WORKER'S COMP		246.00
		ALPHAGRAPHS	ENVELOPES		333.10
		STAPLES ADVANTAGE	COPY PAPER		84.12
			COPY PAPER		55.80
			TOTAL:		1,858.15
Police	General Fund	XEROX CORPORATION	BASE CHG, EXCESS PRINT PD		156.40
		FLEET ONE	PUBLIC SAFETY FUEL		1,417.95
			PUBLIC SAFETY CAR WASH		22.00
			PUBLIC SAFETY FUEL		1,081.92
			PUBLIC SAFETY CAR WASH		53.00
		O'REILLY AUTOMOTIVE STORES INC	ADHESIVE		3.79
		LAKE CLEANERS	UNIFORM CLEANING		501.25
		HEDRICK MOTIV WERKS LLC	FUEL PUMP PD24		396.88
			TOW, REPLACE BATTERY CHIEF		187.97
		OSAGE ANIMAL HOSPITAL	BOARDING		180.00
		BANKCARD CENTER 0833	FLOWERS - SKINNER		64.86
			PINK T-SHIRTS		184.84
		KAIZEN INC	PROFESSIONAL DEV ACADEMY		1,240.00
		STAPLES ADVANTAGE	CPY PPR, PENS, STENO BKS,		140.17
			MARKERS		6.32
			TOTAL:		5,637.35
911 Center	General Fund	WIRELESS USA INC	COMMUNICATIONS EQUIP REPAI		413.60
			JULY SERVICE CONTRACT		225.00
			SEPT SERVICE CONTRACT		225.00
		BANKCARD CENTER 0833	SANDISK CRUZER GLI		7.87
			TOTAL:		871.47
Planning	General Fund	BANKCARD CENTER 3333	NATL AN CNTRL ASSOC WRKSH		525.00
			PANT		27.20
			9LIVES, GERM, PKG SALADS		14.26
			GIFT CARD		100.00
		FLEET ONE	PLANNING FUEL		89.99
		CHATHAM, ROBERT	TRAINING MEALS		225.00
		KAIZEN INC	PROFESSIONAL DEV ACADEMY		420.00
			TOTAL:		1,401.45
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		68.70
			CITY ENG FUEL		157.23
		O'REILLY AUTOMOTIVE STORES INC	BATTERY, CLEAN SPRAY		106.22
			BATTERY CREDIT		15.00
			TERM & CLEANER		8.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014	AMOUNT
			ZINC TERM		4.49-
			ZINC TERM		3.29
			SCAN TOOL		209.99
			RETURN SCAN TOOL		209.99-
		BANKCARD CENTER 5106	PLANNER REFILL		43.22
		EZARD'S	FASTENERS		1.68
		KAIZEN INC	PROFESSIONAL DEV ACADEMY		420.00
			TOTAL:		789.33
Information Technology	General Fund	INFORMATION TECHNOLOGIES INC	ANNUAL SOFTWARE SUPPORT		21,393.00
			TOTAL:		21,393.00
Emergency Management	General Fund	WIRELESS USA INC	COMM EQUIP REPAIRS/INSTALL		2,028.74
			TOTAL:		2,028.74
Economic Development	General Fund	BANKCARD CENTER 5106	BOW-WOW		7.96
			BOW-WOW GIFT CARDS		50.00
		BANKCARD CENTER 2268	SUGAR LOFT CAKE SHOP		17.75
		WCA WASTE CORPORATION	TOILET RENTALS & SINKS		470.00
			TOTAL:		545.71
Transportation	Transportation	WIRELESS USA INC	COMM EQUIP REPAIRS/INSTALL		45.00
		FLEET ONE	TRANS FUEL		817.52
			TRANS FUEL		503.73
		FORKLIFTS OF CENTRAL MO INC	REPAIR BOBCAT HYD LEAK		460.71
		GB MAINTENANCE SUPPLY	SOAP DISPENSER		38.10
			SPRAY NINE, WASHER SLEEVE		20.71
		O'REILLY AUTOMOTIVE STORES INC	TIES		8.99
		PAUL'S CASH SAVER #602	ICE		15.48
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S		61.10
			WATER COOLER		35.00
		BARNES MARINE INC	PULL ROPE		14.00
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHER		81.95
		CARROT-TOP IND INC	US & MO FLAGS		61.21
		APAC MO INC	1" CLEAN		211.68
			BP-1 W/RAP		201.67
			4" - 6" CLEAN		217.41
		BANKCARD CENTER 5106	BLDG REPAIR		287.08
		KEY EQUIPMENT & SUPPLY CO	STREET SWEEPER WATER PUMP		1,180.47
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS		30.49
			STREET DEPT FLOOR MATS		6.45
			STREET DEPT UNIFORMS		33.02
			STREET DEPT FLOOR MATS		7.74
			STREET DEPT UNIFORMS		41.69
			STREET DEPT FLOOR MATS		6.20
		SOUTHWEST STONE SUPPLY INC	RED MULCH		25.94
			RED MULCH		25.49
			RED MULCH		51.88
		ALPHAGRAPHICS	BUSINESS CARDS - NICK		15.00
		CHRISTENSEN BROTHERS ASPHALT LLC	COLD MIX		327.50
		H R GREEN INC	NICHOLS RD RECONSTRUCTION		12,600.27
		STAPLES ADVANTAGE	BUCKET WRING, IBUPRFN		33.65
			PENS		16.02
			TOTAL:		17,483.15
Water	Water Fund	WIRELESS USA INC	COMM EQUIP REPAIRS/INSTALL		45.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000015	
		EZARD'S	ENTRY KNOB, KEYS	33.57
			KEYS	3.18
			KEYS, HAND TOOL	10.76
			BATTERIES	20.99
			DEEP WOODS OFF	9.73
			PLUMBING SUPPLIES, HAND TO	15.56
		RP LUMBER INC	ROOF SEALNT, LUBRCNT, CAUL	18.33
		FLEET ONE	WATER FUEL	314.38
			WATER FUEL	301.13
		FORKLIFTS OF CENTRAL MO INC	BOBCAT SEAL REPAIR SN51291	683.15
			CHECK OUT BOBCAT SN234413	116.00
		GB MAINTENANCE SUPPLY	SPRAY NINE, WASHER SLEEVE	20.71
		MO ONE CALL SYSTEM INC	LOCATES	315.90
		SCHULTE SUPPLY INC	REGISTERS	550.00
			METER INTERFACE UNITS	536.40
		TALLMAN COMPANY	PVC SLIP CAP	28.22
		O'REILLY AUTOMOTIVE STORES INC	HAMMER	15.99
		POSTMASTER	UTILITY BILL POSTAGE	360.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	61.10
		CARROT-TOP IND INC	US & MO FLAGS	61.20
		DAM STEEL SUPPLY	PASSOVER RD WATER TOWER RE	243.75
		HD SUPPLY WATERWORKS LTD	MTR TILE & BOX CVR, ADPTR	354.81
			MTR TILE & BOX CVR, ADPTR	880.17
			TEE PJ(CTS)	528.82
			2 TEE PJ(CTS)	793.23
			TANDEM SETTERS	940.70
		BANKCARD CENTER 5106	BLDG REPAIR	287.08
		UNITED STATES PLASTIC CORP	55 GAL VERTICAL TANK	311.87
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	21.52
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	24.43
			WATER DEPT FLOOR MATS	7.74
			WATER DEPT UNIFORMS	23.11
			WATER DEPT FLOOR MATS	6.20
		SOUTHWEST STONE SUPPLY INC	RED MULCH	25.94
			RED MULCH	25.49
			RED MULCH	51.88
		ALPHAGRAPHS	BUSINESS CARDS - NICK	15.00
		BLUE SPRINGS WINWATER COMPANY	WYES & BALL VALVES	2,535.54
			POST FLUSHING HYDRANTS	1,042.90
		STAPLES ADVANTAGE	MERCHANDISE CR INV32065829	7.47
			BUCKET WRING, IBUPRFN	33.64
			TOTAL:	11,674.10
Sewer	Sewer Fund	WIRELESS USA INC	COMM EQUIP REPAIRS/INSTALL	45.00
		AMOS SEPTIC SERVICE INC	PUMP LIFT STATION & DITCH	290.00
		EZARD'S	DRILL BIT	20.99
			PENETRANTS	13.98
			SHOVEL	24.99
			BATTERIES	20.98
			DEEP WOODS OFF	9.74
		FASTENAL CO	S/S TRUBOLTS	62.36
		FLEET ONE	SEWER FUEL	115.10
			SEWER FUEL	557.10
		GB MAINTENANCE SUPPLY	CUPS	41.06
			SPRAY NINE, WASHER SLEEVE	20.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000016	
		MO ONE CALL SYSTEM INC	LOCATES	315.90
		TALLMAN COMPANY	PVC PIPE	142.80
		MUNICIPAL EQUIPMENT CO	PUMPS - SIMPLEX & DUPLEX	13,147.97
		O'REILLY AUTOMOTIVE STORES INC	SEAT COVER	37.99
			TERM BOLT	2.29
		PAUL'S CASH SAVER #602	ICE	19.35
		CONSOLIDATED ELECTRICAL DISTR, INC	MIDGET TD FUSES, GALV STEE	242.05
		POSTMASTER	UTILITY BILL POSTAGE	360.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	61.10
		BOWLING ELECTRIC MACHINE	CAPACITORS	590.50
			CAPACITORS	461.00
		CARROT-TOP IND INC	US & MO FLAGS	61.21
		HD SUPPLY WATERWORKS LTD	PVC	336.54
			BRASS NIPPLES	36.90
			PVC, BRASS NIPPLES	343.80
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, COIL, #73	293.17
			OIL CHG #71	41.95
			ROTATE & BALANCE TIRES #7	41.00
		BANKCARD CENTER 5106	BLDG REPAIR	287.09
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	28.05
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	27.98
			SEWER DEPT FLOOR MATS	7.74
			SEWER DEPT UNIFORMS	32.25
			SEWER DEPT FLOOR MATS	6.20
		SOUTHWEST STONE SUPPLY INC	RED MULCH	25.94
			RED MULCH	25.49
			RED MULCH	51.88
		ALPHAGRAPHS	BUSINESS CARDS - NICK	15.00
		FINLAY CRANE SERVICE LLC	CRANE TO HOIST PUMP	250.00
		TODD I SKELTON DBA	COMMERCIAL MASTER LOCKS	8,750.00
		STAPLES ADVANTAGE	HAND SANITIZER WIPES	27.44
			BUCKET WRING, IBUPRFN	33.64
			ALUMINUM FRAME POSTER PLAS	13.48
		TEMEN EXCAVATING CO	MACE RD SWR EXTNSN OB12-01	38,382.23
			TOTAL:	65,728.40
Ambulance	Ambulance Fund	MEMSA	MEMSA MEMBERSHIP - R HOGAN	75.00
		FLEET ONE	AMB FUEL	72.94
			AMB FUEL	94.59
		BEMES INC	SERVICE HEART MONITORS	660.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	498.58
			MEDICAL SUPPLIES	92.40
		HEDRICK MOTIV WERKS LLC	REPAIR A/C, TIRE VALVE STE	247.94
			MASTER CYLINDER M-8	286.71
		ROBERT D KING MD LLC	SEP MEDICAL DIRECTOR SERVI	1,000.00
		LAKE AREA EMERGENCY SERVICES ASSOCIATI	ANNUAL PAYMENT	100.00
		WHEN TO WORK INC	ONLINE SCHEDULING	200.00
		BANKCARD CENTER 0833	CELL PHONE SIGNAL BOOSTERS	279.11
		KAIZEN INC	PROFESSIONAL DEV ACADEMY	420.00
			TOTAL:	4,027.27
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	0.00
			LCF CAR WASH	0.00
			LCF FUEL	61.20
		NAEGLER OIL CO	AV GAS	11,203.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000017
			SATELLITE EQUIP CONNECTION	46.00
		O'REILLY AUTOMOTIVE STORES INC	HYD HOSE, FITTING, MEGACRI	95.27
		PREFERRED AUTO RENTAL	COURTESY CAR	25.00
		EZARD'S	DRILL BIT, FASTENERS	<u>14.11</u>
			TOTAL:	11,445.01
Grand Glaize Airport	Grand Glaize Airpo	MARTIN METAL LLC	GALVANIZED METAL	372.34
		MEEKS BUILDING CENTER	TREATED LUMBER, JOISTS, NA	659.16
			TREATED LUMBER, NUTS, BOLT	65.75
			TREATED LUMBER	45.00
		FLEET ONE	GG FUEL	0.00
			GG FUEL	102.04
		MODERN SANITATION TRANSFER STATION	TRASH HAULING	91.62
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	46.00
		LOWE'S	INTERMATIC 120V SPST, NIPP	98.64
		EZARD'S	SODIUM HIPRSS BULB	23.99
			FASTENERS	7.56
			RETURNED FASTENERS	5.12
			FASTENERS, WEDGE BULB	8.05
		O'REILLY AUTOMOTIVE STORES INC	RING TERMINAL	2.99
			SOLENOID	<u>13.69</u>
			TOTAL:	1,531.71

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

10	General Fund	53,472.04
20	Transportation	17,483.15
30	Water Fund	11,674.10
35	Sewer Fund	65,728.40
40	Ambulance Fund	4,027.27
45	Lee C. Fine Airport Fund	11,445.01
47	Grand Glaize Airport Fund	1,531.71

GRAND TOTAL:		165,361.68

Submission Date: October 7, 2013
Submitted By: City Attorney
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill No. 13-63 – To accept a deed from the City of Lake Ozark for certain sewer infrastructure and sewer easements used by them for certain sewer customers in the very North East area of the City of Osage Beach, bordering on the City of Lake Ozark, in the area of Mace Road and Aver Road and Woodland Shores Drive, (18 customers total) within Osage Beach who are now customers of Osage Beach.

Names of Persons, Businesses, Organizations affected by this action:

City, certain sewer customers in the very North East area of the City of Osage Beach bordering on the City of Lake Ozark, in the area of Mace Road and Aver Road and Woodland Shores Drive, the City of Lake Ozark

Why is Board Action Required?

Board action is required to adopt an ordinance.

Type of Action Requested (Ordinance, Resolution, Motion):

Request first and second readings of Bill No. 13-63.

Are there any deadlines associated with this action?

No.

Department Comments:

Recommend approval. This is the final step in transferring this infrastructure and these sewer service customers from the Lake Ozark sewer system to the Osage Beach sewer system. The customer transfer was effective on September 16, 2013.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DONATION AND CONVEYANCE OF PROPERTY AND SANITARY SEWER FACILITIES FROM THE CITY OF LAKE OZARK, MISSOURI AND AUTHORIZING THE RECORDATION OF DOCUMENT(S) AND FOR FURTHER AUTHORITY IN CONNECTION THEREWITH.

WHEREAS, the City of Lake Ozark, Missouri has an interest in certain real property lying and being situated in the City of Osage Beach, Missouri (the "Property"), which is more particularly described in the Quitclaim Deed (the "Deed") attached hereto as Exhibit 1 and incorporated herein for all purposes by this reference; and,

WHEREAS, the City of Lake Ozark owns and maintains sanitary sewer lines and appurtenant facilities, which are located in the corporate limits of the City of Osage Beach, as part of the City of Lake Ozark's sewer system; and,

WHEREAS, the City of Lake Ozark desires to voluntarily convey its interest in and to the Property and to a portion of its sanitary sewer lines and appurtenant facilities located within the corporate limits of the City of Osage Beach ("Sanitary Sewer Facilities"), which Sanitary Sewer Facilities are depicted in the Deed, as a donation to the City of Osage Beach to be owned and held for unrestricted public purposes; and,

WHEREAS, the City of Osage Beach desires to accept the donation and conveyance of the Property and Sanitary Sewer Facilities; and,

WHEREAS, the Board of Aldermen of the City of Osage Beach has determined that it is in the best interest of the City of Osage Beach and the public to accept the donation and conveyance of Property and Sanitary Sewer Facilities from the City of Lake Ozark;

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

Section 1. The Board of Aldermen of Osage Beach hereby authorizes the acceptance of the donation and conveyance of the Property and Sanitary Sewer Facilities from the City of Lake Ozark for use for any valid public purpose and approves the Deed for the conveyance of the Property and Sanitary Sewer Facilities to the City of Osage Beach in substantially the form attached hereto as Exhibit 1.

Section 2. The City Clerk of the City of Osage Beach is directed to file for record the Deed from the City of Lake Ozark in the Office of the Recorder of Deeds in and for Camden County, Missouri. The Mayor, or her designee, is authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the City of Osage Beach with respect to the donation and conveyance of the Property and Sanitary Sewer Facilities to the City of Osage Beach. The City Administrator is authorized to pay such reasonable costs of the transaction as may be necessary.

Section 3. Nothing herein or in the conveyance shall be deemed to restrict the use of the Property and Sanitary Sewer Facilities by the City of Osage Beach or the right of the City of Osage Beach to convey or transfer any interest therein.

Section 4. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.63 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 her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 13.63.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

QUIT-CLAIM DEED

This Indenture, made on the _____ day of October 2013 A.D., by and between **THE CITY OF LAKE OZARK**, 3162 Bagnell Dam Blvd., Lake Ozark, Missouri 65049, **GRANTOR**, of the County of Miller, State of Missouri, and **THE CITY OF OSAGE BEACH**, 1000 City Parkway, Osage Beach, Missouri 65065, **GRANTEE**, of the County of Camden, State of Missouri.

WITNESSETH, that **GRANTOR** does by these presents, REMISE, RELEASE and FOREVER QUIT CLAIM unto **GRANTEE** the following described lot, tract or parcel of land, lying, being and situated in the Counties of Camden and Miller in the State of Missouri, to-wit:

PARCEL 1

Commencing from an existing iron pin marking the southeast corner of Lot 9 of Satin Woods Estates and running South 69 degrees 29 minutes 40 seconds West a distance of 249.23 feet to a point located on the northerly right-of-way of Mace Road on the centerline of a 10 feet wide easement, for the POINT OF BEGINNING; thence departing the said northerly right-of-way along and with the centerline of the said 10 feet wide easement the following fourteen (14) bearings and distances: (1) North 26 degrees 37 minutes 56 seconds East a distance of 102.98 feet, (2) North 45 degrees 49 minutes 27 seconds East a distance of 85.91 feet, (3) North 15 degrees 42 minutes 51 seconds East a distance of 73.94, (4) North 08 degrees 18 minutes 44 seconds East a distance of 64.34 feet, (5) North 07 degrees 12 minutes 59 seconds East a distance of 155.37 feet, (6) North 03 degrees 27 minutes 46 seconds East a distance of 112.36 feet, (7) North 14 degrees 44 minutes 39 seconds West a distance of 142.13 feet, (8) South 79 degrees 48 minutes 44 seconds West a distance of 91.63 feet, (9) North 13 degrees 47 minutes 50 seconds West a distance of 78.59 feet, (10) North 23 degrees 43 minutes 10 seconds West a distance of 77.86 feet, (11) North 01 degree 11 minutes 57 seconds East a distance of 183.30 feet, (12) North 09 degrees 57 minutes 16 seconds East a distance of 169.60 feet, (13) North 47 degrees 56 minutes 23 seconds East a distance of 112.90 feet and (14) North 58 degrees 42 minutes 33 seconds East a distance of 47.26 feet to a point marking the center of a circle with a radius of 10 feet, for the POINT OF TERMINATION.

Subject to the right-of-way of Mace Road and to any other rights-of-way, easements or restrictions either of record.

The basis of bearings for the above description is the call of North 11 degrees 33 minutes East along and with the east line of Lots 5 thru 9 of Satin Woods Estates.

PARCEL 2

Commencing from an existing iron pin marking the southeast corner of Lot 9 of Satin Woods Estates and running South 69 degrees 29 minutes 40 seconds West a distance of 249.23 feet to a point located on the northerly right-of-way of Mace Road on the centerline of a 10 feet wide easement; thence departing the said northerly right-of-way along and with the centerline of the said 10 feet wide easement the following eight (8) bearings and distances: (1) North 26 degrees 37 minutes 56 seconds East a distance of 102.98 feet, (2) North 45 degrees 49 minutes 27 seconds East a distance of 85.91 feet, (3) North 15 degrees 42 minutes 51 seconds East a distance of 73.94, (4) North 08 degrees 18 minutes 44 seconds East a distance of 64.34 feet, (5) North 07 degrees 12 minutes 59 seconds East a distance of 155.37 feet, (6) North 03 degrees 27 minutes 46 seconds East a distance of 112.36 feet, (7) North 14 degrees 44 minutes 39 seconds West a distance of 142.13 feet and (8) South 79 degrees 48 minutes 44 seconds West a distance of 91.63 feet to the centerline of a second 10 feet wide easement, for the POINT OF BEGINNING; thence departing the said first easement along and with the said second easement the following four (4) bearings and distances: (1) South 31 degrees 59 minutes 11 seconds West a distance of 173.08 feet, (2) South 77 degrees 16 minutes 09 seconds West a distance of 88.03 feet, (3) South 83 degrees 50 minutes 56 seconds West a distance of 47.16 feet and (4) North 74 degrees 39 minutes 31 seconds West a distance of 109.75 feet, for the POINT OF TERMINATION.

Subject to the right-of-way of Mace Road and to any other rights-of-way, easements or restrictions either of record.

The basis of bearings for the above description is the call of North 11 degrees 33 minutes East along and with the east line of Lots 5 thru 9 of Satin Woods Estates.

PARCEL 3

Commencing from an existing iron pin marking the southeast corner of Lot 9 of Satin Woods Estates and running South 69 degrees 29 minutes 40 seconds West a distance of 249.23 feet to a point located on the northerly right-of-way of Mace Road on the centerline of a 10 feet wide easement; thence departing the said northerly right-of-way along and with the centerline of the said 10 feet wide easement the following thirteen (13) bearings and distances: (1) North 26 degrees 37 minutes 56 seconds East a distance of 102.98 feet, (2) North 45 degrees 49 minutes 27 seconds East a distance of 85.91 feet, (3) North 15 degrees 42 minutes 51 seconds East a distance of 73.94, (4) North 08 degrees 18 minutes 44 seconds East a distance of 64.34 feet, (5) North 07 degrees 12 minutes 59 seconds East a distance of 155.37 feet, (6) North 03 degrees 27 minutes 46 seconds East a distance of 112.36 feet, (7) North 14 degrees 44 minutes 39 seconds West a distance of 142.13 feet, (8) South 79 degrees 48 minutes 44 seconds West a distance of 91.63 feet, (9) North 13 degrees 47 minutes 50 seconds West a distance of 78.59 feet, (10) North 23 degrees 43 minutes 10 seconds West a distance of 77.86 feet, (11) North 01 degree 11 minutes 57 seconds East a distance of 183.30 feet, (12) North 09 degrees 57 minutes 16 seconds East a distance of 169.60 feet and (13) North 47 degrees 56 minutes 23 seconds East a distance of 112.90 feet to the centerline of a second 10 feet wide easement, for the POINT OF BEGINNING; thence departing the said first easement along and with the centerline of the said second easement the following thirteen (13) bearings and distances: (1) North 77 degrees 34 minutes 51 seconds West a distance of 86.59 feet, (2) South 88 degrees 26 minutes 56 seconds West a distance of 166.08, (3) North 81 degrees 03 minutes 09 seconds West a distance of 72.48 feet, (4) South 80 degrees 00 minutes 49 seconds West a distance of 21.27 feet, (5) South 66 degrees 56 minutes 24 seconds West a distance of 58.09 feet, (6) South 81 degrees 36 minutes 14 seconds West a distance of 44.03 feet, (7) North 76 degrees 44 minutes 59 seconds West a distance of 23.39 feet, (8) West a distance of 15.51 feet, (9) South 69 degrees 49 minutes 59 seconds West a distance of 30.36 feet, (10) South 40 degrees 13 minutes 46 seconds West a distance of 35.15 feet, (11) South 86 degrees 03 minutes 52 seconds West a distance of 43.54 feet, (12) South 70 degrees 07 minutes 39 seconds West a distance of 142.41 feet and (13) South 60 degrees 09 minutes 44 seconds West a distance of 75.11 feet, for the POINT OF TERMINATION.

Subject to the right-of-way of Mace Road and to any other rights-of-way, easements or restrictions either of record.

The basis of bearings for the above description is the call of North 11 degrees 33 minutes East along and with the east line of Lots 5 thru 9 of Satin Woods Estates.

TO HAVE AND HOLD THE SAME, with all the rights, immunities, privileges, and appurtenance thereto belonging, unto **GRANTEE** and unto its heirs and assigns forever, so that neither **GRANTOR** nor its heirs nor any other person or persons, for **THE CITY OF LAKE**

OZARK, or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

GRANTOR does by execution of this quitclaim deed intend to CONVEY, TRANSFER and QUIT CLAIM to **GRANTEE** all of its interest in all sewer lines and appurtenant facilities owned by **GRANTOR** within the corporate limits of the **CITY OF OSAGE BEACH**, except for the pump station and appurtenant facilities depicted in Exhibit A attached hereto. **GRANTOR** does not QUIT CLAIM and does hereby expressly reserve its right, title and interest in and to the pump station and appurtenant facilities depicted in Exhibit A, including an easement for the construction, reconstruction, operation, maintenance, inspection, replacement, removal, and repair of said pump station and appurtenant facilities.

GRANTOR makes no warranty or representation of any kind regarding its title to property described herein, the condition or suitability for the property described herein for any purpose.

IN WITNESS THEREOF, **GRANTOR** has hereunto set its hand and seal the day and year above written.

Signed and executed this _____ day of October 2013.

Johnnie Franzeskos, Mayor
City of Lake Ozark

STATE OF MISSOURI)
) SS
COUNTY OF MILLER)

Before me, the undersigned authority, on this day personally appeared Johnnie Franzeskos, Mayor of the City of Lake Ozark, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed as a free and voluntary act and deed of the City of Lake Ozark.

Given under my hand and seal of office this _____ day of _____, 2013.

Notary Public

My commission expires: _____

ACCEPTANCE OF DEED

This conveyance is hereby accepted for and on behalf of the City of Osage Beach, Missouri.

Penny Lyons, Mayor
City of Osage Beach

STATE OF MISSOURI)
) SS
COUNTY OF CAMDEN)

Before me, the undersigned authority, on this day personally appeared Penny Lyons, Mayor of the City of Osage Beach, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed as a free and voluntary act and deed of the City of Osage Beach.

Given under my hand and seal of office this _____ day of _____, 2013.

Notary Public

My commission expires: _____

Submission Date: October 7, 2013
Submitted By: Chief of Police
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill No. 13-64 - Authorizing Mayor Lyons to sign Communication System Agreements between the City of Osage Beach and the Osage Beach Fire Protection District; and the City of Osage Beach and the Lake Ozark Fire Protection District.

Names of Persons, Businesses, Organizations affected by this action:

Citizens and visitors within the two fire protection districts.

Why is Board Action Required?

Board approval needed to enter into agreements.

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to approve first and second reading of Bill No. 13-64 authorizing Mayor Lyons to sign the Communication System Agreements.

Are there any deadlines associated with this action?

The current contracts expire December 31, 2013.

Comments and Recommendation of Department:

For several years OBPD Communications Center has provided dispatch services for both fire protection districts. In 2011 the contracts were rewritten allowing for a two year term with an increase option of 5% per year if needed. An increase in fees is not needed at this time as the revenue received for our current calls for service is sufficient.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Chief of Police.

BILL NO. 13-64

ORDINANCE NO.13.64

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A COMMUNICATIONS SYSTEMS AGREEMENT WITH THE OSAGE BEACH AND LAKE OZARK FIRE PROTECTION DISTRICTS.

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

Section 1. That the Mayor is hereby authorized and directed to execute a communications systems agreement with the Osage Beach and Lake Ozark Fire Protection Districts to provide dispatch services.

Section 2. A copy of said agreement is attached as Exhibit "A" and made a part hereof as if fully set forth herein.

Section 3. 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. 13.64 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 her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.64.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

COMMUNICATION SYSTEM AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between the City of Osage Beach, Missouri, a Municipal Corporation, hereinafter referred to as "City" and the Lake Ozark Fire Protection District, hereinafter referred to as "District" and collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties are political subdivisions of the State of Missouri, as defined by the State Statutes; and

WHEREAS, the District is desirous of contracting with the City to provide public safety communication services to the District and the District to pay compensation to the City for said services. For the purposes of this Agreement, Public Safety Communications Services shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of the district and the transmittal of information regarding those emergencies to district personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, the Parties covenant and agree as follows:

1. CONSULTATION The Chief of Police for the City, the Fire Chief for the District and the City Communications Supervisor shall meet at least monthly to

discuss items of mutual concern. Items of mutual concern should include, but are not limited to:

- A. The City's and District's current and future communications needs.
- B. Review and recommend changes to policies and procedures of the daily operations of the communication system for fire emergencies.
- C. Review and recommend equipment upgrades or modifications to better serve the needs of the City and the District.
- D. Review the District's call load and other services rendered pursuant to Section 6 (B) of this agreement.

2. EMPLOYEES All persons operating the Communication System shall be employees and/or contractors of the City and be under the direct regulation and control of the City, and its personnel policies and procedures at all times.

3. EQUIPMENT The City shall endeavor at all times to maintain all equipment, whether owned, leased or otherwise obtained, in good working order and suitable to meet the joint needs of the City and the District.

4. POINT OF ENTRY DIRECT LINE The City shall, under normal circumstances, provide all necessary District communications to the point of entry to a direct line leased by the District from Southwestern Bell Telephone Company which shall be connected to the District's transmitting equipment. The City shall take no responsibility for maintenance or repair of equipment beyond the point of entry to the leased line of the District. In the event of an emergency (equipment

breakdown, power failure, damage to equipment, etc.), the Parties herein agree to make available to each other any necessary equipment in their possession to maintain communications for both Parties.

5. SERVICES The parties hereby agree that the City shall provide public safety communication and dispatch services to the District. For the purposes of this Agreement, Public Safety Communications Services shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside the district and the transmittal of information regarding those emergencies to district personnel.

6. COMPENSATION Compensation to the City by the District for the providing of the herein described Communication System shall be paid as follows:

- a. Base compensation payable to the City of Osage Beach shall be Nineteen Thousand Four Hundred Ninety Three (\$19,493.00) for the calendar year 2014, and is due and payable on the 31st day of January each year during the term of this agreement.
- b. An additional sum of Ten Dollars (\$10.00) per call for services provided to the District, which amount shall be billed monthly by the City on the 10th of the month following the month for which the services were rendered and shall be due and payable no later than the 20th of the month following the month for which services were rendered. For the purposes of this Agreement, a call for service shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of district and the transmittal of information regarding those emergencies to district personnel.

- c. The base compensation amount of Nineteen Thousand Four Hundred Ninety Three (\$19,493.00) shall be reviewed annually and will be adjusted based upon the cost of providing the services to the District. Provided however, said adjustment shall not exceed a five (5%) percent increase or decrease. The Ten Dollars (\$10.00) per call amount shall be constant through the term of this Agreement.
- d. The City assumes all responsibility and expense for the providing of necessary equipment, equipment replacement, equipment upgrades, utility costs and other incidental expenses, not covered elsewhere in this agreement and deemed necessary in the sole judgment of the City for proper operation of the Communication System.

7. OTHER GOVERNMENTAL UNITS It is understood and acknowledged by and between the parties hereto that at the sole discretion of the City, City may provide communication services to other governmental units under agreements similar to the within Agreement.

8. TERMINATION Either Party may terminate this agreement by giving one hundred twenty (120) days prior written notice to the other party. Notice shall be delivered to the other party and to the Chairman of the Advisory Committee.

9. TERM This agreement shall be in full force and effect upon its execution by the authorized representatives of the parties and shall expire on December 31, 2015, unless cancelled by either party under the provisions of paragraph 8 of this Agreement. It is acknowledged and understood that the compensation to be paid by District to City may be adjusted annually as set forth in paragraph 6 of this Agreement.

10. INDEMNIFICATION District shall indemnify and hold the City harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services.

11. BINDING EFFECT This Agreement shall be binding upon the parties hereto and their respective successors in interest.

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

City of Osage Beach

Attest:

By: _____
Mayor

City Clerk

Approved as to form

Edward Rucker, City Attorney

_____ District

Attest:

By: _____

Secretary

COMMUNICATION SYSTEM AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between the City of Osage Beach, Missouri, a Municipal Corporation, hereinafter referred to as "City" and the Osage Beach Fire Protection District, hereinafter referred to as "District" and collectively hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties are political subdivisions of the State of Missouri, as defined by the State Statutes; and

WHEREAS, the District is desirous of contracting with the City to provide public safety communication services to the District and the District to pay compensation to the City for said services. For the purposes of this Agreement, Public Safety Communications Services shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of the district and the transmittal of information regarding those emergencies to district personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, the Parties covenant and agree as follows:

1. CONSULTATION The Chief of Police for the City, the Fire Chief for the District and the City Communications Supervisor shall meet at least monthly to

discuss items of mutual concern. Items of mutual concern should include, but are not limited to:

- A. The City's and District's current and future communications needs.
- B. Review and recommend changes to policies and procedures of the daily operations of the communication system for fire emergencies.
- C. Review and recommend equipment upgrades or modifications to better serve the needs of the City and the District.
- D. Review the District's call load and other services rendered pursuant to Section 6 (B) of this agreement.

2. EMPLOYEES All persons operating the Communication System shall be employees and/or contractors of the City and be under the direct regulation and control of the City, and its personnel policies and procedures at all times.

3. EQUIPMENT The City shall endeavor at all times to maintain all equipment, whether owned, leased or otherwise obtained, in good working order and suitable to meet the joint needs of the City and the District.

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breakdown, power failure, damage to equipment, etc.), the Parties herein agree to make available to each other any necessary equipment in their possession to maintain communications for both Parties.

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- b. An additional sum of Ten Dollars (\$10.00) per call for services provided to the District, which amount shall be billed monthly by the City on the 10th of the month following the month for which the services were rendered and shall be due and payable no later than the 20th of the month following the month for which services were rendered. For the purposes of this Agreement, a call for service shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of district and the transmittal of information regarding those emergencies to district personnel.

- c. The base compensation amount of Nineteen Thousand Four Hundred Ninety Three (\$19,493.00) shall be reviewed annually and will be adjusted based upon the cost of providing the services to the District. Provided however, said adjustment shall not exceed a five (5%) percent increase or decrease. The Ten Dollars (\$10.00) per call amount shall be constant through the term of this Agreement.
- d. The City assumes all responsibility and expense for the providing of necessary equipment, equipment replacement, equipment upgrades, utility costs and other incidental expenses, not covered elsewhere in this agreement and deemed necessary in the sole judgment of the City for proper operation of the Communication System.

7. OTHER GOVERNMENTAL UNITS It is understood and acknowledged by and between the parties hereto that at the sole discretion of the City, City may provide communication services to other governmental units under agreements similar to the within Agreement.

8. TERMINATION Either Party may terminate this agreement by giving one hundred twenty (120) days prior written notice to the other party. Notice shall be delivered to the other party and to the Chairman of the Advisory Committee.

9. TERM This agreement shall be in full force and effect upon its execution by the authorized representatives of the parties and shall expire on December 31, 2015, unless cancelled by either party under the provisions of paragraph 8 of this Agreement. It is acknowledged and understood that the compensation to be paid by District to City may be adjusted annually as set forth in paragraph 6 of this Agreement.

10. INDEMNIFICATION District shall indemnify and hold the City harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services.

11. BINDING EFFECT This Agreement shall be binding upon the parties hereto and their respective successors in interest.

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

City of Osage Beach

Attest:

By: _____
Mayor

City Clerk

Approved as to form

Edward Rucker, City Attorney

_____ District

Attest:

By: _____

Secretary

Submission Date: October 7, 2013
Submitted By: City Attorney
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 13-65 - To authorize the City Administrator to execute a contract and accept a bid from C.J. Electric L.L.C., for electrical repair at the Public Works Material Storage Facility in the amount of \$3,700.00. Through our informal bid process for projects under \$5,000 four contractors were contacted, three bids were received and C.J. Electric L.L.C. was the lowest and best bid. C.J. Electric L.L.C. has done work in City Hall (as a subcontractor) and the staff is satisfied with the results.

Names of Persons, Businesses, Organizations affected by this action:

City and C.J. Electric L.L.C.

Why is Board Action Required?

Board action is required to adopt an ordinance.

Type of Action Requested (Ordinance, Resolution, Motion):

Request first and second reading of Bill 13-65.

Are there any deadlines associated with this action?

No.

Department Comments:

Recommend approval. This matter is brought to the Board because the owner of C.J. Electric L.L.C. is the brother of an employee at public works. The employee's spouse also works for C.J. Electric L.L.C. The employee who is related to the owner of C.J. Electric L.L.C. is not involved in evaluating these bids or the staff recommendation to make this award.

City Administrator Comments and Recommendation:

Although this is within my authority to approve, the City Attorney felt the circumstances were unusual and therefore, at his request, this was brought to the Board for approval.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A BID FROM C.J. ELECTRIC L.L.C. AND EXECUTE A CONTRACT WITH THAT COMPANY FOR THE ELECTRICAL REPAIR OF THE PUBLIC WORKS MATERIALS STORAGE FACILITY

WHEREAS, the City is in need of electrical repairs at the Public Works Materials Storage Facility; and,

WHEREAS, the C.J. Electric L.L.C., has submitted the lowest bid; and,

WHEREAS, the City staff is familiar with the work of C.J. Electric L.L.C. and is satisfied with the quality of their work and the ability of C.J. Electric L.L.C. to perform the electrical repairs needed at the Public Works Materials Storage Facility;

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

Section 1. The Board of Aldermen of Osage Beach hereby authorizes the City Administrator to execute a contract with C.J. Electric L.L.C. for the electrical repairs at the Public Works Materials Storage Facility in the amount of \$3,700.00.

Section 2. The City Administrator is further authorized to accept contract modifications or change orders in this contract not to exceed a total contract price of \$5,000.00.

Section 3. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.65 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 her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

000040

I hereby APPROVE Ordinance No. 13.65.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

BID TABULATION
 PUBLIC WORKS MATERIAL STORAGE FACILITY ELECTRICAL REPAIR
 OB13-022

Bid Opening: October 1, 2013

Item No.	Description	Est. Quant	Unit	Engineer's Estimate		C.J. Electric Eldon, MO		Rehagen Electrical Cont. Jefferson City, MO		Radlund Construction Camdenton, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Electrical Repairs	1	LS	\$ 3,326.27	\$ 3,326.27	\$ 3,700.00	\$ 3,700.00	\$ 7,440.00	\$ 7,440.00	\$ 8,195.96	\$ 8,195.96
Total Base Bid				\$	3,326.27	\$	3,700.00	\$	7,440.00	\$	8,195.96

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **C.J. Electric, L.L.C.**, a Missouri limited liability company of Eldon, Missouri 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.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

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:

PUBLIC WORKS MATERIAL STORAGE FACILITY ELECTRICAL REPAIR

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00) 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 Thirty (30) 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.

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
C.J. ELECTRIC, L.L.C.

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)

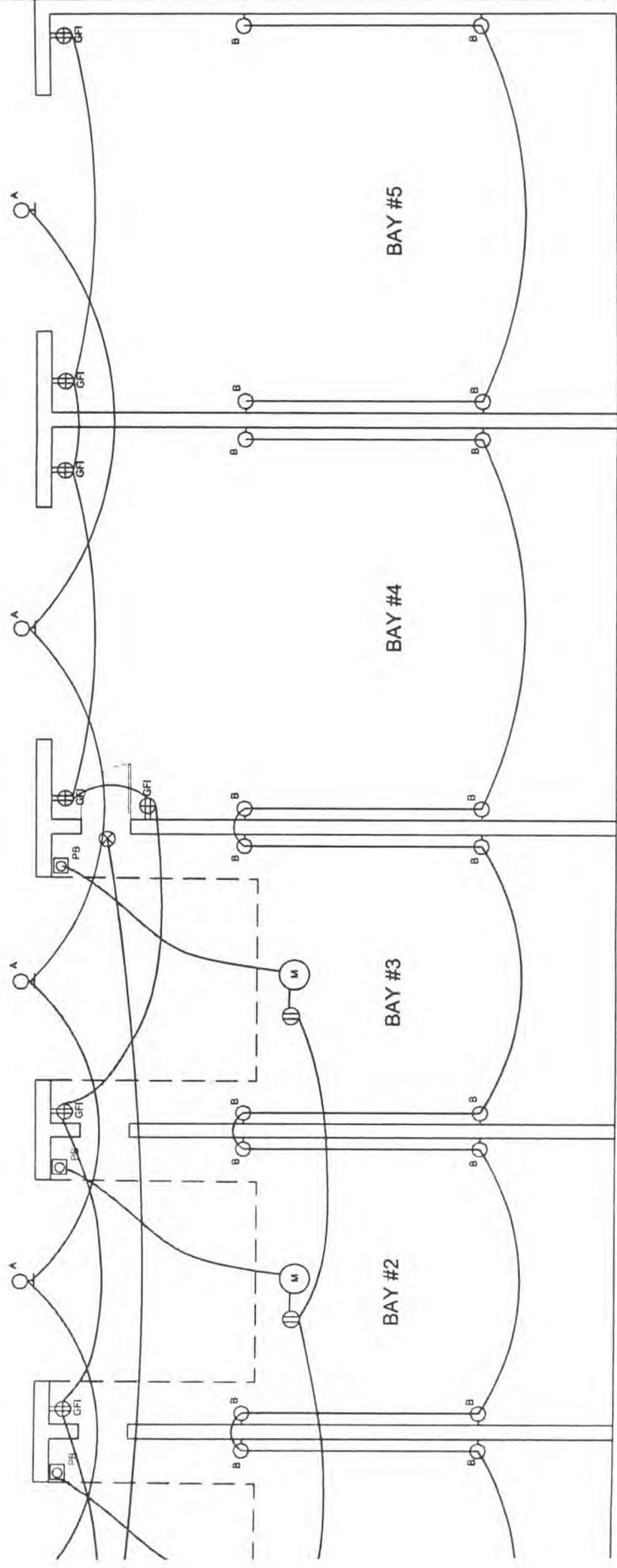
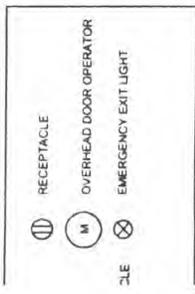
STATE OF _____
COUNTY OF _____

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



ALL ELECTRICAL ITEMS SHOWN
THIS SHALL INCLUDE ALL
FUNCTION BOXES,
PANEL BOX, AND EMERGENCY



PUBLIC WORKS MATERIAL STORAGE FACILITY
ELECTRICAL REPAIR
DEMOLITION PLAN

City of Osage Beach
1000 City Parkway, Osage Beach, MO 65065
City Engineer: Nicholas L. Lamm, P.E.
Fax: (573) 302-0528 Phone: (573) 302-2000

Project No: **OB13-022**
Drawing No: **01**

No.	City Engineer	Date	By:	Date	City Admin.	Date	Revision:

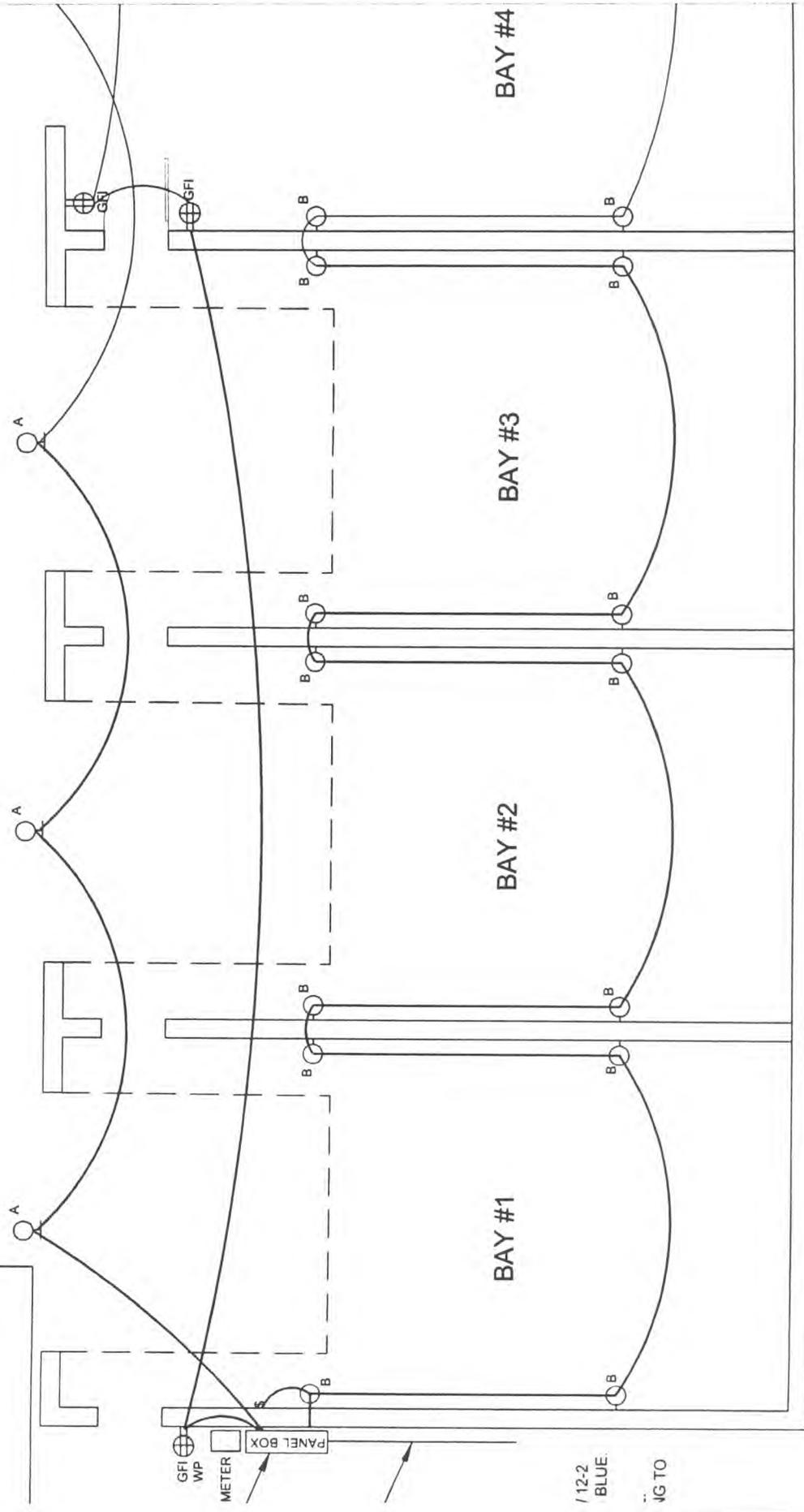
Date: **Sept., 2013**
Designed by: **sib**
Drawn by: **sib**
Checked by: **NLE**



PUBLIC WORKS MATERIALS STORAGE FACILITY
ELECTRICAL PLAN
 Project No: **OB13-022**
 Drawing No: **02**
 City of Osage Beach
 1000 City Parkway, Osage Beach, MO 65065
 City Engineer: Nicholas Schemme, P.E.
 Fax: (573) 302-0628 Phone: (573) 302-7000

No.	Date	By:	City Admin.	Date	Revision

Date	By:
Sept., 2013	
Designed by:	sib
Drawn by:	sib
Checked by:	NLE



- ⊃ RECEPTACLE
- ⊃ OVERHEAD DOOR OPERATOR
- ⊗ EMERGENCY EXIT LIGHT

1/12-2
 BLUE
 ...IG TO

DESCRIPTION OF WORK

This project consists of removing all electrical items as shown on the contract drawings in Bay 1, 2, and 3, and replacing the wire and conduit with 12-2 w/ground in sch 80 conduit as shown on the contract drawings. Replacing and relocating a 100-amp, 12-space panel box, and reconnecting Bay 4, and 5 to new panel box.

All work shall be performed under a single contract.

END

Submission Date: October 10, 2013
Submitted By: Asst. City Administrator
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill No. 13-66 - Request to amend the 2013 Budget – 47-00-773105-Land Purchase

Names of Persons, Businesses, Organizations affected by this action:

City Staff

Why is Board Action Required?

Board approval required to amend the budget.

Type of Action Requested (Ordinance, Resolution, Motion):

Request first and second readings of Bill 13-66.

Are there any deadlines associated with this action?

This item budgets additional funds for the Grand Glaize Land Purchase

Comments and Recommendation of Department:

Bill 13-66 appropriates additional allocation to 47-00-773105 Land Purchase for an adjusted total expenditure of \$286,954 (original budget was \$100,000). The purchase was approved and finalized in July and an adjustment to the budget is now required. The land purchase will be reimbursed by grant funds in the amount of \$271,235.

Staff recommends approval of this ordinance. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Assistant City Administrator.

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BILL NO. 13-66

ORDINANCE NO. 13.66

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 12.39 ADOPTING THE 2013 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2013 Annual Budget adopted as Ordinance No. 12.39 is hereby amended by appropriating an additional \$186,954 to line item 47-00-773105 designated as Land Purchase; total appropriations as follows:

	Original Item	Amended Item
47-00-773105 Land Purchase	\$100,000	\$286,954

Section 2. In all other respects the 2013 Annual Budget adopted in Ordinance No. 12.39 shall remain in full force and effect.

Section 3. 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. 13.66 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 her signature.

Date	Diann Warner, City Clerk
------	--------------------------

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 13.66.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: September 26, 2013
Submitted By: Director of Public Works
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 13-67 - To transfer infrastructure to the City.

Names of Persons, Businesses, Organizations affected by this action:

Residents of Parkwood Village Subdivision, visitors, city staff

Why is Board Action Required?

Required by ordinance

Type of Action Requested (Ordinance, Resolution, Motion):

Request first reading of Bill 13-67.

Are there any deadlines associated with this action?

The owner (Silver Lake Bank) of Parkwood Village Subdivision has been working on transferring the street within the subdivision to the City for a while and would like to move forward.

Comments and Recommendation of Department Head:

The appropriate documents have been submitted including a Missouri Warranty Deed transferring the property to the City. The residents wish to transfer the remaining private portion of Parkwood Circle to the City. The street was part of the Preliminary Plat so the Planning Commission's recommendation is not required.

The roadway has been constructed in accordance with the Design Guidelines.

We recommend approval of Bill 13-67. A first reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING A PORTION PARKWOOD CIRCLE AS A CITY STREET AS DESCRIBED IN SECTION 1.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to accept a portion of Parkwood Circle right of way as described in the attached Exhibit 1.

Section 2. That the right of way described in Exhibit 1 is hereby accepted.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 4. That this Ordinance shall be in full force and effect from and after its date of passage.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.67 was duly passed on _____, 2013 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 her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 13.67.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

WD 0742-0219



DONNIE SNELLING
CAMDEN COUNTY
RECORDER OF DEEDS

2013 SEP 10 A 9:56 R

PGS. 3 \$ 30DEPUTY D.W.

WARRANTY DEED

GRANTOR: Silver Lake Bank
A Kansas Banking Corporation
Post Office Box 8330
Topeka, KS 66608-0330

GRANTEE: City of Osage Beach
A Fourth Class Municipal Corporation
1000 City Parkway
Osage Beach, Missouri 65065

KNOW ALL MEN BY THESE PRESENTS: That SILVER LAKE BANK, of the County of Shawnee, in the State of Kansas, a banking corporation organized and existing under the laws of the State of Kansas, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by THE CITY OF OSAGE BEACH, a municipality, of the County of Camden, State of Missouri, GRANTEE, the receipt whereof is hereby acknowledged, by virtue of and pursuant to a Resolution of its Board of Directors, said GRANTOR does by these presents hereby GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said GRANTEE its 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:

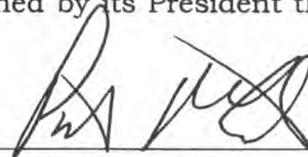
A strip of land 40.0 ft. wide, 20.0 ft. each side of and parallel to the following described centerline as shown on the plat of "PARKWOOD VILLAGE", a subdivision of Camden County, Missouri, more particularly described as follows: Beginning at the intersection of said centerline and the centerline of PASSOVER ROAD, as shown on the plat of said subdivision, thence S89°01'42"E, 565.29 ft., thence on a curve to the left, said curve having a radius of 370.08 ft., and an arc length of 250.03 ft.; thence N52°15'42"E, 41.76 ft., to an intersection of a 40.0 ft. road, as shown on said plat, and hereinafter referred to as "POINT A"; thence continuing along said centerline the following courses: thence N52°15'42"E, 138.41 ft.; thence on a curve to the right, said curve having

a radius of 179.37 ft., and an arc length of 123.72 ft.; thence on a curve to the right, said curve having a radius of 146.52 ft., and an arc length of 115.08 ft.; thence S42°53'58"E, 20.79 ft.; thence on a curve to the right, said curve having radius of 93.04 ft., and an arc length of 18.36 ft., thence leaving said centerline, along the centerline of a road to the northeast, N58°24'23"E, 131.94 ft., to the center of a 60.0 ft. diameter cul-de-sac and the end. Intending to convey all land within said 60.0 ft. cul-de-sac. ALSO, a strip of land 40.0 ft. wide, 20.0 ft. each side of and parallel to the following described centerline, beginning at previously described "POINT A", at an intersection of said centerlines, thence S36°16'32"E, 20.0 ft.; thence on a curve to the right, said curve having a radius of 258.42 ft., and an arc length of 79.37 ft.; thence on a curve to the right, said curve having a radius of 484.39 ft., and an arc length of 137.45 ft.; thence S02°25'08"E, 294.20 ft.; thence on a curve to the right, said curve having a radius of 932.43 ft., and an arc length of 72.0 ft., to the end.

Subject to all existent easements, restrictions, and reservations of record, if any.

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 said GRANTEE, and unto its successors and assigns forever. The said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Silver Lake Bank, of the State of Kansas, the said GRANTOR, has caused these presents to be signed by its President this 26TH day of AUGUST, A.D. 2013.

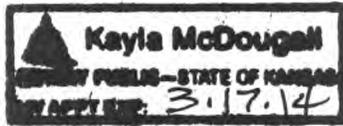


Patrick R. Gideon
President

STATE OF KANSAS |
 | ss.
COUNTY OF SHAWNEE |

On this 26th day of AUGUST, A.D., 2013, before me personally appeared Patrick R. Gideon, to me personally known, who being duly sworn did say that he is President of Silver Lake Bank, a Kansas banking corporation, that the said instrument was signed and sealed in behalf of said bank, and the said Patrick R. Gideon acknowledges said instrument to be the free act and deed of said bank.

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



[Handwritten Signature]
NOTARY PUBLIC
State of Kansas
My term expires: 3.17.14

McDorman Ellsworth
EW.

Submission Date: October 10, 2013
Submitted By: Director of Public Works
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 13-68 - To authorize the Mayor to execute the Aviation Project Consultant Supplemental Agreement No. 2

Names of Persons, Businesses, Organizations affected by this action:

Citizens and visitors, future contractors and suppliers, Crawford, Murphy & Tilly, City Staff

Why is Board Action Required?

Board approval required for contracts over \$5,000

Type of Action Requested (Ordinance, Resolution, Motion):

Request first and second readings of Bill 13-68.

Are there any deadlines associated with this action?

As described in Section 17 of the Original Agreement and Exhibit II SA2, the Consultant, Crawford Murphy & Tilly, Inc., will provide additional services which are beyond the scope of services provided in the Original Agreement and Supplemental Agreement No. 1.

Comments and Recommendation of Department Head:

The Supplemental Agreement No. 2 is needed for construction administration services by the Consultant. These services are for various issues. One of the issues was the concrete repair. This required additional meetings and inspections. Another issue during the construction of the contract was the performance of the seal coat. The seal coat was

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starting to pull up. We had multiple meetings with the contractor and subcontractor to fix the issues going on with the work.

The Engineering Department has negotiated with Crawford, Murphy & Tilly for these services.

Funding for this work is available in account 45-00-774128 Airport Capital in the amount of \$450,000. The cost of this work is in the not to exceed amount of \$29,160. The City's portion would be 5% or 10 % of this amount.

The Engineering Department recommends approval of Bill 13-68 authorizing the Mayor to execute the agreement. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

BILL NO. 13-68

ORDINANCE NO. 13.68

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2 WITH CRAWFORD, MURPHY & TILLY, INC. FOR ENGINEERING SERVICES AT THE LEE C. FINE MEMORIAL AIRPORT

WHEREAS, the City of Osage Beach and Crawford, Murphy & Tilly, Inc. entered into an Agreement on February 23, 2012 to accomplish a project at the Lee C. Fine Memorial Airport; and

WHEREAS, the City and Crawford, Murphy & Tilly, Inc. now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement and Supplemental Agreement No. 1 as provided herein.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Supplemental Agreement No. 2 with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty nine thousand one hundred sixty dollars (\$29,160.00).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.68 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 her signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

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I hereby approve Ordinance No. 13.68.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Airport Name: Lee C. Fine Memorial (AIZ)
 Project No.: 12-046B-1
 County: Miller

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2
 (FEDERAL ASSISTANCE)**

THIS SUPPLEMENTAL AGREEMENT NO. 2 is entered into by the City of Osage Beach, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on February 23, 2012, to accomplish a project at the Lee C. Fine Memorial Airport, (hereinafter, "Original Agreement"); and,

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement and Supplemental Agreement No. 1 as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 2 are additional services which are beyond the scope of services provided in the Original Agreement and Supplemental Agreement No. 1. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II SA2, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 2 shall be in addition to the cost of the Original Agreement.

(C) For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement and Supplemental Agreement No. 1 plus a fixed fee of **\$3,366.58** for a total not to exceed amount of **\$29,160.00**.

Design Phase Services				
	ORIGINAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	SUPPLEMENTAL AGREEMENT NO. 2	TOTAL
Lump Sum	\$18,050.00	\$0.00	\$0.00	\$18,050.00

Construction Phase Services				
	ORIGINAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	SUPPLEMENTAL AGREEMENT NO. 2	TOTAL
Fixed Fee	\$0.00	\$2,172.28	\$1,194.30	\$3,366.58
Max. Fee	\$0.00	\$18,700.00	\$10,460.00	\$29,160.00

(D) Estimated costs for the services in Supplemental Agreement No. 2 are defined in Exhibit IV SA2 and Exhibit V SA2, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 60 calendar days. The projected completion date shown on Exhibit VI is now revised to 45 calendar days after issuance of final project acceptance to the Contractor, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 2 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 2. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Supplemental Agreement No. 2 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Supplemental Agreement No. 2 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
--	---------------------	---------------------------------------	---	--

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 2 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 2.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 2, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 2.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 2 on the date last written below.

Executed by the Consultant this _____ day of _____, 2012.

Executed by the Sponsor this _____ day of _____, 2012.

CONSULTANT

Crawford, Murphy & Tilly, Inc.

SPONSOR

City of Osage Beach, Missouri

By: _____

By: _____

By: Daniel R. Meckes, P.E.

By: Penny Lyons

Title: President

Title: Mayor

ATTEST:

ATTEST:

By: _____

By: _____

By: Timothy P. Tappendorf, P.E.

By: Diann Warner

Title: Manager, St. Louis Office

Title: City Clerk

EXHIBIT II SA2

SCOPE OF SERVICESCONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a Federal-Construction Observation Program in accordance with MoDOT requirements.
 - c. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, full-time on-site construction observation, and material(s) testing per the Construction Observation Program (COP):
 - a. Provide on-site construction observation services on a full-time basis for up to eleven (11) days based on twelve (12) hour work days, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. *Provide office support and on-site construction observation services on a full-time basis for up to five (5) days for additional work related to the renumbering of Runway 3-21 to 4-22, and warranty work related to unsatisfactory pavement marking applications and surface preparation – SA #2*
 - h. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

3. Project Closeout Phase

- a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
- b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
- c. Provide MoDOT with all closeout documents as required for project final acceptance.

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EXHIBIT IV SA2

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V SA2

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV - SA 2

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI
REPAIR, CRACK SEAL, SEALCOAT AND REMARK RUNWAY 3-21
CONSTRUCTION PHASE SERVICES
September 25, 2013

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$71.40	\$0.00
Senior Project Engineer	0	52.70	0.00
Project Manager	0	41.57	0.00
Senior Engineer	82	32.38	2,655.16
Engineer	16	27.08	433.28
Senior Planner	0	30.26	0.00
Planner	0	25.34	0.00
Registered Land Surveyor	0	37.20	0.00
Senior Technician	0	32.26	0.00
Technician	0	24.01	0.00
Clerk/Secretary	0	18.23	0.00
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Total Direct Salary Costs = \$3,088.44

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 157.80 % = \$4,873.56

3 **SUBTOTAL:**

Items 1 and 2 = \$7,962.00

4 **PROFIT:**

15 % of Item 3 Subtotal = \$1,194.30 Fixed Fee

Subtotal \$9,156.30

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	1320 Miles @	\$0.55 / Mile =	\$726.00
b. Meals	4 Days @	\$32.00 / Day =	\$128.00
c. Motel	5 Nights @	\$84.73 / Night =	\$423.65
d. Survey Equipment	0 Days @	\$100.00 / Day =	\$0.00
e. Printing and Shipping		=	\$26.05

Total Out-of-Pocket Expenses = \$1,303.70

6 **SUBCONTRACT COSTS:**

a.	=	\$0.00
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00

= \$0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$10,460.00 Not to Exceed

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EXHIBIT IV - SA 2

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI

CONSTRUCTION PHASE SERVICES

September 25, 2013

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Motel	Miles
Site Visits (Two)	1	0	0	660
Onsite Observation (3 days)	1	3	4	330
Onsite Observation (1 day)	1	1	1	330
TOTAL =		4	5	1,320

Submission Date: October 10, 2013
Submitted By: Public Works Director
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Purchase ABS Grinder Pumps for replacement

Names of Persons, Businesses, Organizations affected by this action:

Citizens, visitors, staff

Why is Board Action Required?

Over \$5,000

Type of Action Requested (Ordinance, Resolution, Motion):

Motion to purchase

Are there any deadlines associated with this action?

As soon as possible

Comments and Recommendation of Department:

We are experiencing issues with a lift station and in order for more efficient operation of the station we would like to purchase 2 replacement 10.7 horsepower pumps and the necessary equipment to install them. A third 10.7 horsepower pump is needed for a backup as there are currently no spare pumps in stock for the multiple stations using this size pump. The cost for this purchase is \$19,001.00. Staff recommends this purchase.

This will create an over budget amount in account #35-00-774255. A budget amendment will follow if this request is approved.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

Nancy Viselli

From: Derrick Brandt <dbrandt@munequip.com>
Sent: Thursday, October 10, 2013 3:24 PM
To: Loyd Dunham
Cc: 'Mark Mintun'
Subject: ABS 10.7 HP pumps and bases

Lloyd,

I apologize for not getting back to you quicker. Following is the price for the two (2) ABS 10.7 horsepower grinder pumps and guide rail base assemblies as requested:

- Three (3) ABS model PE80/2 submersible grinder pumps with 10.7 horsepower, 3450 RPM, 460 volt, 3 phase motors and 32' of power/control cable
- Two (2) ABS model 62320018 2" guide rail base assemblies with stainless steel hardware kits

PRICE.....\$19,001.00

Please let me know if you have any questions or need anything else.

Thanks

- Associated freight charges are included in the above prices
- Installation and start up services are not included in the above prices
- Applicable taxes are not included in the above prices
- Net 30 days with 1 ½ percent per month added on past due accounts
- Quote firm for 60 days

Derrick Brandt
Municipal Equipment Company
Office (314) 645-2400
Desk (314) 290-2974
Cell (618) 322-0623



Submission Date: October 10, 2013
Submitted By: City Administrator
Board Meeting Date: October 17, 2013

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

3rd Quarter Budget Review – Discussion of revenues and expenditures.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach

Why is Board Action Required?

No action is required – just review and discussion.

Type of Action Requested (Ordinance, Resolution, Motion):

None.

Are there any deadlines associated with this action?

None.

City Administrator Comments and Recommendation:

Financials were distributed to the Board through September 30, 2013. The Assistant City Administrator's summary report is attached.

Staff will be on hand to answer any questions the Board may have regarding revenues and/or expenditures, by fund, or for individual departments.



City of Osage Beach Memorandum

To: Mayor, BOA, and Management
From: Jeana Woods, Asst. City Administrator
Date: 10/10/2013
Re: 2013 3rd Quarter Budget Reconciliation

2013 Budget Reconciliation by fund as of September 30, 2013:

The opening balances for 2013 have been audited and are reconciled per the 2012 Comprehensive Annual Financial Report (CAFR) dated 05/07/2013. No adjustments to opening balances have been made since last reported on the Quarterly Budget Reconciliation Report dated 07/03/2013.

The revenues and expenditures for January – September are actual expenditures, unaudited, per the trial balance report dated 09/30/13. October – December are estimates based solely on the adopted 2013 Annual Budget and any budget adjustments to date.

Staff is currently in the process of preparing the FY2014 Budget and more precise year end estimates on revenues and expenditures and FY2014 beginning cash and investment balances will be reflected in the first draft of the budget to be distributed in the next few weeks.

The following is a summary of the FY2013 beginning cash and investments available per the above stated audit and revenue and expenditure activity through 9/30/13.

Please refer to the attached 2013 Quarterly Reconciliation reports for details for each fund.

General Fund – 10:

- Beginning balances for 2013 were 2% (\$43,908) MORE than estimated during the 2013 budget process. Although the 2012 Revenues came in lower than expected, the 2012 Expenditures came in lower than expected as well to make up for the lower revenues.
- **Through September, 75% of budgeted revenues and 69% of budgeted expenditures have been realized.**

Capital Improvement Fund – 19 :

- Beginning balances for 2013 were 7% (\$71,735) LESS than estimated during the 2013 budget process due 2012 Expenditures coming in higher than projected, which outpaced the 2012 slightly higher than expected revenues.
- **Through September, 72% of budgeted revenues and 74% of budgeted expenditures have been realized.**

Transportation Fund – 20:

- Beginning balances for 2013 were 2% (\$63,577) LESS than estimated during the 2013 budget process due to 2012 Revenue coming in lower than expected. 2012 Expenditures also came in lower than expected but not enough to make up for the lower revenues.

- **Through September, 69% of budgeted revenues and 36% of budgeted expenditures have been realized.**
- *Note: Capital projects not expended in 2013 will be requested to be carried over to FY2014.*

Water Fund – 30:

- Beginning balances for 2013 were 2% (\$43,706) LESS than estimated during the 2013 budget process due to 2012 Revenue coming in lower than expected.
- **Through September, 75% of budgeted revenues and 66% of budgeted expenditures have been realized.**

Sewer Fund – 35:

- Beginning balances for 2013 were 1% (\$27,561) LESS than estimated during the 2013 budget process due to 2012 Revenue coming in lower than expected.
- One major purchase and two projects to date have come in under budget, totaling \$97,479.
- **Through September, 76% of budgeted revenues and 49% of budgeted expenditures have been realized.**
- *Note: Capital projects not expended in 2013 will be requested to be carried over to FY2014.*

Ambulance Fund – 40:

- Beginning balances for 2013 were 40% (\$20,054) MORE than estimated during the 2013 budget process due to the 2012 Expenditures coming in lower than expected.
- **Through September, 79% of budgeted revenues and 73% of budgeted expenditures have been realized.**

Lee C Fine Airport Fund – 45:

- Beginning balances for 2013 were 28% (\$80,814) LESS than estimated during the 2013 budget process due to 2012 Revenues coming in lower than projected. 2012 Expenditures came in slightly lower than projected, but not enough to offset the lower revenues.
- Two projects to date have come in under budget significantly, totaling \$74,503.
- **Through September, 40% of budgeted revenues and 38% of budgeted expenditures have been realized.**
- *Note: Hangar Project and corresponding grant funds will be carried over to FY2014.*

Grand Glaize Airport Fund – 47:

- Beginning balances for 2013 were 2% (\$2,166) MORE than estimated during the 2013 budget process due to the 2012 Expenditures coming in lower than expected.
- **Through September, 39% of budgeted revenues and 89% of budgeted expenditures have been realized.**
- *Note: Grant funds will be received in 2013 for corresponding grant project already expended (land purchase).*

T.I.F – Prewitt's Point Fund – 60:

- Beginning balances for 2013 were 12% (\$422,173) LESS than estimated during the 2013 budget process due to 2012 Revenues coming in lower than projected. 2012 Expenditure came in slightly lower than projected, but not enough to offset the lower revenues.
- **Through September, 73% of budgeted revenues and 80% of budgeted expenditures have been realized.**

T.I.F – Dierbergs Fund – 61:

- New fund – Beginning balances were \$0, as budgeted.
- **Through September, 88% of budgeted revenues and 88% of budgeted expenditures have been realized.**

**2013 Quarterly Reconciliation
General Fund - 10
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ 2,915,875		\$ 3,133,500
Restricted	\$ 32,856		\$ 28,716	
Unrestricted	\$ 2,883,019		\$ 3,104,784	
Less: Prior Year Payables				(200,717)
Add: Prior Year Due From Other Funds				27,000
Net Cash & Investments Available 01/01/13				2,959,783 2%
Revenue FY 2013		\$ 6,409,348		\$ 6,409,348
Jan - Sept Actuals			\$ 4,835,441	75%
Oct - Dec Estimated			\$ 1,573,907	25%
Expenditures FY 2013		\$ (7,254,298) *		\$ (7,254,298)
Jan - Sept Actuals			\$ (5,025,976)	69%
Oct - Dec Estimated			\$ (2,228,322)	31%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments		\$ 2,070,925		\$ 2,114,833 2%
Restricted	\$ 33,000		\$ 30,000	
Unrestricted	\$ 2,037,925		\$ 2,084,833	

*Includes 2013 Budget Adjustments to date = \$ 0.00

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**2013 Quarterly Reconciliation
Capital Improvement Fund - 19
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ 960,946		\$ 918,272
Restricted	\$ 694,889		\$ 660,777	
Unrestricted	\$ 266,057		\$ 257,496	
Less: Prior Year Payables				(29,061)
Net Cash & Investments Available 01/01/13				889,211 -7%
Revenue FY 2013		\$ 2,253,200		\$ 2,253,200
Jan - Sept Actuals			\$ 1,617,150	72%
Oct - Dec Estimated			\$ 636,050	28%
Expenditures FY 2013		\$ (2,198,800)		\$ (2,198,800)
Jan - Sept Actuals			\$ (1,636,371)	74%
Oct - Dec Estimated			\$ (562,429)	26%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments		\$ 1,015,346		\$ 943,611 -7%
Restricted	\$ 729,633		\$ 672,010	
Unrestricted	\$ 285,713		\$ 271,601	

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**2013 Quarterly Reconciliation
Transportation Fund - 20
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ 3,381,587		\$ 3,448,835
Restricted	\$ 2,351,576		\$ 2,038,677	
Unrestricted	\$ 1,030,011		\$ 1,410,158	
Less: Prior Year Payables				(130,825)
Net Cash & Investments Available 01/01/13				3,318,010 -2%
Revenue FY 2013		\$ 2,776,188		2,776,188
Jan - Sept Actuals			\$ 1,923,951	69%
Oct - Dec Estimated			\$ 852,237	31%
Expenditures FY 2013		\$ (3,547,871) *		\$ (3,547,871)
Jan - Sept Actuals			\$ (1,260,787)	36%
Oct - Dec Estimated			\$ (2,287,084)	64%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments		\$ 2,609,904		\$ 2,546,327 -2%
Restricted	\$ 2,286,032		\$ 1,904,529	
Unrestricted	\$ 323,872		\$ 641,798	

*Includes 2013 Budget Adjustments to date = \$ 24,779

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2013 Quarterly Reconciliation
 Combined Water & Sewer Fund - 30 & 35
 As of September 30, 2013

	2013 Budget		2013 To Date		2013 Budget		2013 To Date		2013 Budget		2013 To Date	
Opening Balance 01/01/13 - Audited												
Cash & Investments	Restricted	\$ 2,800,940	\$ 2,898,842	\$ 2,779,912	\$ 4,183,424	\$ 5,388,989	\$ 4,199,483	\$ 5,420,181	\$ 6,994,364	\$ 8,277,831	\$ 6,979,394	\$ 8,325,746
	Unrestricted	\$ 87,902	\$ -	\$ 126,654	\$ 1,226,565	\$ -	\$ 1,220,698	\$ -	\$ 1,313,467	\$ -	\$ 1,346,352	\$ -
Less: Prior Year Payables												
Net Cash & Investments Available 01/01/13												
				(60,430)				(58,753)				(119,183)
Revenue FY 2013		\$ 3,594,340	\$ 2,845,136	2,845,136	\$ 2,909,796	\$ 2,909,796	2,217,736	2,909,796	\$ 6,504,136	\$ 6,504,136	4,929,530	6,504,136
Jan - Sept Actuals			\$ -	2,711,795	75%	\$ -	692,060	76%	\$ -	\$ -	1,574,606	76%
Oct - Dec Estimated			\$ -	882,545	25%	\$ -		24%	\$ -	\$ -		24%
Expenditures FY 2013		\$ (3,884,379)	\$ (3,884,379)	(3,884,379)	\$ (4,778,659)	\$ (4,778,659)	(2,318,526)	(4,778,659)	\$ (8,663,038)	\$ (8,663,038)	(4,879,042)	(8,663,038)
Jan - Sept Actuals			\$ -	(2,980,515)	66%	\$ -	(2,460,133)	49%	\$ -	\$ -	(3,783,996)	56%
Oct - Dec Estimated			\$ -	(1,323,864)	34%	\$ -		51%	\$ -	\$ -		44%
Ending Balance 12/31/13 - Unaudited		\$ 2,598,803	\$ 2,555,097	\$ 2,555,097	\$ 3,520,126	\$ 3,492,565	\$ 3,524,433	\$ 3,492,565	\$ 6,046,742	\$ 6,118,929	\$ 6,078,208	\$ 6,047,662
Cash & Investments	Restricted	\$ 2,557,234	\$ 2,555,097	\$ 2,553,775	\$ 3,482,508	\$ 3,520,126	\$ 3,524,433	\$ 3,492,565	\$ 6,046,742	\$ 6,118,929	\$ 6,078,208	\$ 6,047,662
	Unrestricted	\$ 41,569	\$ -	\$ 1,321	\$ 27,618	\$ -	\$ (31,898)	\$ -	\$ 69,187	\$ -	\$ (30,546)	\$ -

*Includes 2013 Budget Adjustments to date = \$ 0.00

000078

**2013 Quarterly Reconciliation
Ambulance Fund - 40
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ 50,597		\$ 72,431
Restricted	\$	-	\$	-
Unrestricted	\$	50,597	\$	72,431
Less: Prior Year Payables				(1,780)
Net Cash & Investments Available 01/01/13				70,651 40%
Revenue FY 2013		\$ 478,000		478,000
Jan - Sept Actuals			\$ 377,651	79%
Oct - Dec Estimated			\$ 100,349	21%
Expenditures FY 2013		\$ (528,327)		\$ (528,327)
Jan - Sept Actuals			\$ (388,231)	73%
Oct - Dec Estimated			\$ (140,096)	27%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments		\$ 270		\$ 20,324 7428%
Restricted	\$	-	\$	-
Unrestricted	\$	270	\$	20,324

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**2013 Quarterly Reconciliation
Lee C Fine Airport Fund - 45
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ 288,483		\$ 229,769
Restricted	\$	-	\$	-
Unrestricted	\$	288,483	\$	229,769
Less: Prior Year Payables				(22,100)
Net Cash & Investments Available 01/01/13				207,669 -28%
Revenue FY 2013		\$ 1,668,669		1,668,669
Jan - Sept Actuals			\$ 660,772	40%
Oct - Dec Estimated			\$ 1,007,897	60%
Expenditures FY 2013		\$ (1,736,343)		\$ (1,736,343)
Jan - Sept Actuals			\$ (662,334)	38%
Oct - Dec Estimated			\$ (1,074,009)	62%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments		\$ 220,809		\$ 139,995 -37%
Restricted	\$	-	\$	-
Unrestricted	\$	220,809	\$	139,995

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**2013 Quarterly Reconciliation
Grand Glaize Airport Fund - 47
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Budget</u>		<u>2013 To Date</u>	
Cash & Investments	\$ 137,477		\$ 143,402	
Restricted	\$ -	\$	\$ -	
Unrestricted	\$ 137,477	\$	\$ 143,402	
Less: Prior Year Payables			(3,759)	
Net Cash & Investments Available 01/01/13			139,643	2%
Revenue FY 2013	\$ 542,435	*	542,435	
Jan - Sept Actuals		\$	212,777	39%
Oct - Dec Estimated		\$	329,658	61%
Expenditures FY 2013	\$ (586,754)	*	\$ (586,754)	
Jan - Sept Actuals		\$	(520,859)	89%
Oct - Dec Estimated		\$	(65,895)	11%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments	\$ 93,158		\$ 95,323	2%
Restricted	\$ -	\$	\$ -	
Unrestricted	\$ 93,158	\$	\$ 95,323	

*Land Purchase of \$286,964 (\$100,000 Budgeted); Grant Reimbursement of \$271,235 (\$0 Budgeted)

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2013 Quarterly Reconciliation
T. I. F. - Prewitt's Point Fund - 60
As of September 30, 2013

Opening Balance 01/01/13 - Audited	<u>2013 Final Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ 3,619,035		\$ 3,236,516
Restricted	\$ 3,617,465		\$ 3,236,039	
Unrestricted	\$ 1,570		\$ 477	
Less: Prior Year Payables				(39,654)
Net Cash & Investments Available 01/01/13				3,196,862 -12%
Revenue FY 2013		\$ 2,335,600		2,335,600
Jan - Sept Actuals			\$ 1,708,200	73%
Oct - Dec Estimated			\$ 627,400	27%
Expenditures FY 2013		\$ (2,048,300)		\$ (2,048,300)
Jan - Sept Actuals			\$ (1,630,192)	80%
Oct - Dec Estimated			\$ (418,108)	20%
Ending Balance 12/31/13				
Cash & Investments		\$ 3,906,335		\$ 3,484,162 -11%
Restricted	\$ 3,904,765		\$ 3,483,685	
Unrestricted	\$ 1,570		\$ 477	

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**2013 Quarterly Reconciliation
T. I. F. -Dierbergs Fund - 61
As of September 30, 2013**

Opening Balance 01/01/13 - Audited	<u>2013 Final Budget</u>		<u>2013 To Date</u>	
Cash & Investments		\$ -		\$ -
Restricted	\$	-	\$	-
Unrestricted	\$	-	\$	-
Less: Prior Year Payables				-
Net Cash & Investments Available 01/01/13				- 0%
Revenue FY 2013		\$ 177,300		177,300
Jan - Sept Actuals			\$ 156,453	88%
Oct - Dec Estimated			\$ 20,847	12%
Expenditures FY 2013		\$ (177,300)		\$ (177,300)
Jan - Sept Actuals			\$ (156,453)	88%
Oct - Dec Estimated			\$ (20,847)	12%
Ending Balance 12/31/13 - Unaudited				
Cash & Investments		\$ -		\$ - 0%
Restricted	\$	-	\$	-
Unrestricted	\$	-	\$	-