



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
December 18, 2014 – 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 12/04/14 (Page 01)
- Bills List (Page 05)

UNFINISHED BUSINESS

- A. Bill No. 14-62. Adoption of the 2015 Annual Budget. Second Reading (Page 16)

NEW BUSINESS

- A. Presentation by Joe Roeger. Lake Area Chamber of Commerce (Page 18)
- B. Bill No. 14-63. Authorize Mayor to Execute an Agreement with Missouri Highways and Transportation Commission to Install and Maintain Purple Heart City Signs. First and Second Readings (Page 19)
- C. Bill No. 14-64. Authorize Agreement with Lamar Companies to Provide Outdoor Advertising Displays. First and Second Readings (Page 30)
- D. Bill No. 14-65. Authorize Mayor to Execute Supplemental Master Reimbursable Utility Agreement with the Missouri Highways and Transportation Commission. First and Second Readings (Page 36)
- E. Bill No. 14-66. Authorize Mayor to Execute Architecture Services Contract for Remodel of Public Works Building. First and Second Readings (Page 45)
- F. Bill No. 14-67. Festival Permit Procedure for Temporary Outdoor Alcohol Consumption. First Reading. (Page 53)
- G. Bill No. 14-68. Authorize Mayor to Execute Construction Contract for the Grand Glaize Airport Structure Demolition. First and Second Readings (Page 62)
- H. Bill No. 14-69. Authorize Mayor to Execute Construction Contract for Water Well Plugging 2014 Mace Road. First and Second Readings (Page 71)
- I. Bill No. 14-70. Authorize Mayor to Execute Contract for the Traffic Signal, Street Lighting and Ball Field Lighting Maintenance and Repair Services. First and Second Reading (Page 80)
- J. Bill No. 14-71. Authorize Mayor to Execute the Missouri Highways and Transportation Commission Amendment to State Block Grant Agreement. First and Second Readings (*Contract and Ordinance will be provided next week*) (Page 89)
- K. Authorize Date and Location of 2015 Employee Appreciation Dinner (Page 128)
- L. Authorize the Reduction of Accounts Receivable for Enterprise Funds (Page 130)
- M. Authorize Payment to CJ Electric for Holiday Light Park Electric Materials and Installation (Page 136)
- N. Authorize Purchase of Two Ford Police Interceptor Utility AWD Vehicles (Page 138)
- O. Authorize Purchase of Two Ford Police Interceptor Sedans (Page 142)
- P. Bid Award. Grinder Pumps (Page 145)
- Q. Bid Award. Miscellaneous Pumps (Page 148)
- R. Authorize Purchase of F-350 Service Truck for Water Department (Page 151)

S. Authorize Purchase of F-350 Service Truck for Sewer Department (Page 154)

T. Authorize Purchase of F-550 Dump Truck for Transportation Department (Page 157)

U. Authorize Purchase of F-150 Service Truck for Locator (Page 160)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

UNAPPROVED

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

December 4, 2014

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, December 4, 2014, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Steve Kahrs, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Ron Schmitt, Alderman Kevin Rucker and Alderman Tom Walker. Alderman Steve Kahrs was absent. The Deputy City Clerk, Dorothy Urlicks, was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons stated the Lake Area Legislative Reception will be held on Thursday, January 8, 2015 from 6:00 – 8:00 PM at Tan-Tar-A Resort. This is the same day as a Board of Alderman Meeting. Alderman Schmitt moved to change the time of the Board of Alderman Meeting from 6:30 PM to 4:30 PM. Alderman Marose seconded the motion which was voted on and unanimously passed.

Police Chief Davis gave a Letter of Commendation to Officer Kenneth Pesse for saving the life of Roger Farrow who suffers from Dementia Symptoms and fell in the lake while walking his dog.

Chief Davis also issued a flat badge to Office Holly Starnes who has completed her probation with the City of Osage Beach.

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 meetings held on November 13, 2014, November 17, 2014 and November 20, 2014, and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Bill No. 14-60. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 14.45 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT MODIFICATION WITH HUTCHINS TELECOM, INC FOR THE CITY STORM DAMAGE REPAIRS AT THE OSAGE BEACH CITY PARK 2014 PROJECT IN THE ADDITIONAL AMOUNT OF \$2,134.45.

Public Works Director Nick Edelman explained that this contract modification is for the completion of the City Park Storm Damage Repairs. The contract modification covers expenses for the additional expenses to repair the corrugated metal pipes (CMP). We are

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unsure if FEMA will cover the cost at time. Nick added FEMA will be asked if they will cover part of the cost.

Mayor Lyons presented the first reading of Bill No. 14-60 by title only. It was noted that Bill No. 14-60 has been available for public review.

Alderman Walker moved to approve the first reading of Bill No. 14-60. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-60 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 14-60. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 14-60 and to pass same into ordinance: "Ayes:" Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Walker. "Nays": None. "Absent": Alderman Kahrs. Bill No. 14-60 was passed and approved as Ordinance No. 14.60.

Bill No. 14-61. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE STATE OF MISSOURI, FOR AN OFFICE OF THE VETERANS COMMISSION

City Administrator Jeana Woods explained the Missouri Veterans Commission has been a tenant in a downstairs office here at City Hall since November 2013 and at this time Facilities director, Timothy Norton, has requested the Service Officer have access to his office at 8 AM instead of 8:30 AM as originally indicated in the original lease.

Mayor Lyons presented the first reading of Bill No. 14-61 by title only. It was noted that Bill No. 14-61 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 14-61. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-61 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 14-61. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 14-61 and to pass same into ordinance: "Ayes:" Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose. "Nays": None. "Absent": Alderman Kahrs. Bill No. 14-61 was passed and approved as Ordinance No. 14.61.

Bill No. 14-62. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, AND APPROPRIATING FUNDS PURSUANT THERETO

City Administrator Jeana Woods explained that Bill 14-62 reflects the budget as discussed during the previously held budget workshops. Alderman Rucker wanted clarification on Ordinance No. 13.75 Section 3 regarding the City Administrator is hereby authorized to effect transfers of amounts less than Five Thousand Dollars (\$5,000) between line items,

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within departments, within the same fund. Ms. Woods explained that the holes in the Ordinance will be changed in the future.

Mayor Lyons presented the first reading of Bill No. 14-62 by title only. It was noted that Bill No. 14-62 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 14-60. Alderman Walker seconded the motion which was voted on and unanimously passed.

Communication from Board Members.

Alderman Marose. Phillis Marose asked if City Park was open tonight because the sign was not on. Nick Edelman explained that there is no electricity on the highway and Public Works would try to get a mobile sign at the entrance this week.

Alderman Olivarri. John Olivarri complimented Jeana Woods on the Christmas Light display. He felt the lights were well displayed and a big improvement over last year.

Staff Communications.

Police Chief. Todd Davis explained this is the Third Annual Shop with a Cop. They have teamed up with Walmart and hope to help at least ten children. He also stated they are in the planning stages for the Polar Bear Plunge and Strut. Chief Davis announced that the School Resource Officer Rick Arnall is retiring due to health reasons. Alderman Rucker added he works with the youth group at his church and is well liked.

EXECUTIVE SESSION. Alderman Olivarri moved to close the meeting pursuant to RSMo. Section 610.021(2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore. Alderman Schmitt seconded the motion.

The following roll call was taken to close the meeting: "Ayes" Alderman Marose, Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. "Absent": Alderman Kahrs. The meeting was therefore closed.

CLOSED SESSION

Alderman Schmitt moved to open the meeting Alderman Marose seconded the motion. The following roll call was taken to open the meeting: "Ayes" Alderman Marose, Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. "Absent": Alderman Kahrs. The meeting was therefore open.

No announcement was made following closed session.

There being no further business to come before the Board, the meeting adjourned at 710 p.m.

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I, Dorothy Urlicks, Deputy 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 December 4, 2014.

Dorothy Urlicks, Deputy City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
December 18, 2014**

Bills Paid Prior to Board Meeting	76,597.60
Payroll Paid Prior to Board Meeting	160,801.92
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prewitt's Pt	0.00
TIF Transfer Dierbergs	0.00
Bills Pending Board Approval	120,120.14
Total Expenses	<u>357,519.66</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,528.00
			Fed WH	11,180.78
		INTERNAL REVENUE SERVICE	FICA	6,154.58
			Medicare	1,486.97
		ICMA	Retirment 457 &	240.82
			Retirement 457	870.00
			Loan Repayments	607.80
			Loan Repayments	542.02
			Loan Repayments	404.26
			Loan Repayments	131.82
			Loan Repayments	253.71
			Loan Repayments	373.68
			Loan Repayments	195.43
			Loan Repayments	226.14
			Loan Repayments	176.32
			Retirment Roth IRA %	64.10
			Retirement Roth IRA	340.00
		SCHUMAN, LEE	REFUND 401 LOAN OVERPAYMEN	7.64
		ONE TIME VENDOR	OTHER AGENCY CASH BOND, TA	75.00
OTHER AGENCY CASH BOND, TA	300.00			
	TOTAL:	27,447.53		
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	198.70
			Medicare	46.47
			ICMA	192.29
			AT & T MOBILITY-CELLS	20.56
			TOTAL:	458.02
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	321.74
			Medicare	75.24
			ICMA	311.36
			TOTAL:	708.34
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	498.67
			Medicare	116.62
			ICMA	482.58
			TOTAL:	1,097.87
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	74.98
			Medicare	17.54
			ICMA	72.56
			TOTAL:	165.08
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	99.86
			Medicare	70.97
			ICMA	293.68
			TOTAL:	464.51
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	340.76
			Medicare	79.69
			ICMA	329.76
			AT & T MOBILITY-CELLS	66.78
			TOTAL:	816.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	NOV TRASH SERVICE CITY HAL	119.65
		CULLIGAN LAKE OF THE OZARKS	SOFTENER SALT	<u>395.64</u>
			TOTAL:	515.29
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	305.53
			Medicare	71.46
		ICMA	Retirement 401	236.75
		CRIDER, DANAL	TRAVEL ADV - MEALS	60.00
		AT & T MOBILITY-CELLS	PARK CELL PHONE	56.76
		WILLEY, BRIAN	TRAVEL ADV - MEALS	60.00
		HARMON, SCOTT	TRAVEL ADV - MEALS	<u>60.00</u>
			TOTAL:	850.50
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	VESELLI RETIREMENT CAKE/SN	186.80
			FLU SHOT	28.00
		INTERNAL REVENUE SERVICE	FICA	129.24
			Medicare	30.22
		ICMA	Retirement 401	<u>125.07</u>
	TOTAL:	499.33		
Overhead	General Fund	ONE TIME VENDOR KACI RUSSELL-PEMBERTON	MANAGEMENT & BOA PHOTOS	<u>160.00</u>
			TOTAL:	160.00
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,745.95
			Medicare	642.20
		ICMA	Retirement 401	2,609.65
		AT & T MOBILITY-CELLS	POLICE DEPT CELL PHONES	<u>24.28</u>
			TOTAL:	6,022.08
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	877.33
			Medicare	205.18
		ICMA	Retirement 401	<u>849.03</u>
			TOTAL:	1,931.54
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	252.22
			Medicare	58.98
		ICMA	Retirement 401	244.08
		AT & T MOBILITY-CELLS	PLANNER CELL PHONE	<u>24.48</u>
			TOTAL:	579.76
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	309.60
			Medicare	72.40
		ICMA	Retirement 401	299.62
		AT&T INTERNET/IP SERVICES	SERV 11/19-12/18/14	853.56
		AT & T /EMSGTWY_SBC	OCT SERVICE	141.07
		AT & T MOBILITY-CELLS	SERV 10/13-11/12/14	0.64
			SERV 10/13-11/12/14	81.20
			IT DEPT CELL PHONE	107.94
			SERV 11/22-12/21	<u>80.04</u>
			TOTAL:	1,946.07
Economic Development	General Fund	LEO L CASE JR DBA	LIGHT PARK HOLIDAY MUSIC	<u>1,000.00</u>
			TOTAL:	1,000.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	460.29
		INTERNAL REVENUE SERVICE	Fed WH	1,244.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	860.64
			Medicare	201.27
		ICMA	Retirement 457	175.73
			Loan Repayments	36.06
			Loan Repayments	60.91
			Loan Repayments	16.89
			Loan Repayments	16.89
			Retirement Roth IRA	16.75
			TOTAL:	3,090.25
Transportation	Transportation	MARSHALL, JERRY	MILEAGE REIMB 11/26-12/02/	18.36
		GUNNELS, BERNIE	MILEAGE REIMB 11/26-12/02/	56.00
		HAYES, DAVE	MILEAGE REIMB 11/26-12/02/	4.48
		RUSSELL, RICK	MILEAGE REIMB 11/26-12/02/	29.90
		WATERMAN, RANDY	MILEAGE REIMB 11/26-12/02/	33.60
		INTERNAL REVENUE SERVICE	FICA	860.66
			Medicare	201.29
		ICMA	Retirement 401	832.89
		CARD SERVICES 4091	ROLLER CHAIN, CONN LINK	16.48
		AT & T MOBILITY-CELLS	TRANS DEPT CELL PHONES	68.63
		PHILLIPS, MITCHELL	MILEAGE REIMB 11/26-12/02/	20.49
		AMEREN MISSOURI	KETTERLIN IND PARK	168.62
		AMEREN MISSOURI	CUST OWNED LIGHTING	1,445.26
			TOTAL:	3,756.66
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	274.23
		INTERNAL REVENUE SERVICE	Fed WH	821.68
			FICA	583.11
			Medicare	136.37
		ICMA	Retirement 457	76.30
			Loan Repayments	50.14
			Loan Repayments	130.16
			Loan Repayments	68.06
			Loan Repayments	103.62
			Loan Repayments	148.59
			Retirement Roth IRA	26.50
		ONE TIME VENDOR MARTIN, RUSSELL L	03-2910-02	5.28
		HODGE, TRAVIS	04-3090-00	8.86
		BYLAND, DR JAMES H	07-1150-00	14.62
		DAVIS, JAMES K	07-2570-02	6.51
			TOTAL:	2,454.03
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	583.12
			Medicare	136.38
		ICMA	Retirement 401	564.30
		AT & T MOBILITY-CELLS	WATER DEPT CELL PHONES	137.77
		LEIGH, AUDREY	SAFETY BOOT REIMBURSEMENT	83.99
		AMEREN MISSOURI	KETTERLIN IND PARK	168.62
		AMEREN MISSOURI	WELL #2 LK RD 54-59	874.95
			SWISS VILLAGE WELL	1,520.48
			TOTAL:	4,069.61
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	354.48
		INTERNAL REVENUE SERVICE	Fed WH	1,084.96
			FICA	712.17
			Medicare	166.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 457	121.16
			Loan Repayments	61.77
			Loan Repayments	21.11
			Loan Repayments	42.21
			Retirement Roth IRA	16.75
			TOTAL:	2,581.18
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	712.14
			Medicare	166.54
		ICMA	Retirement 401	689.22
		CARD SERVICES 4091	BIBS	159.97
		AT & T MOBILITY-CELLS	SEWER DEPT CELL PHONES	178.84
		STARK, CHAD	MILEAGE REIMB 11/19-11/25/	38.08
			MILEAGE REIMB 11/26-12/03/	38.08
		HASH, BEN	MILEAGE REIMB 11/26-12/3/1	232.96
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,693.14
			709 MALIBUR RD, 2ND METER	29.63
			KETTERLIN IND PARK	168.63
			TOTAL:	6,107.23
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	444.00
		INTERNAL REVENUE SERVICE	Fed WH	1,341.28
			FICA	787.36
			Medicare	184.14
		ICMA	Loan Repayments	39.66
			Loan Repayments	58.83
		ALL-CAL COLLECTIONS SERVICES INC	AMBULANCE COLLECTIONS, CEP	694.47
			AMBULANCE COLLECTIONS, COC	685.00
			TOTAL:	4,234.74
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	787.36
			Medicare	184.14
		ICMA	Retirement 401	628.10
		AT & T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.20
		AMBULANCE REIMBURSEMENT SYSTEMS INC	NOV AMBULANCE FEES	1,318.11
			TOTAL:	2,998.91
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	63.80
		INTERNAL REVENUE SERVICE	Fed WH	211.83
			FICA	223.97
			Medicare	52.38
		ICMA	Retirement 457	74.00
			TOTAL:	625.98
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED WASTE SERVICES #435	NOV TRASH SERVICE LEE C FI	57.86
		INTERNAL REVENUE SERVICE	FICA	223.97
			Medicare	52.38
		ICMA	Retirement 401	216.73
		DISH NETWORK	SERVICE 11/29-12/28/14	64.00
			TOTAL:	614.94
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	69.20
		INTERNAL REVENUE SERVICE	Fed WH	228.37
			FICA	175.08
			Medicare	40.94
		ICMA	Retirement 457	20.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	533.59
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	10/23-11/22/14 UTILITIES	34.28
		AMEREN MISSOURI	GG HANGAR	40.47
			AIRPORT RD TBLC EXT	288.90
			GG AIRPORT SHOP	51.14
			GG-957 AIRPORT RD	10.80
			GG TBLC EXT	18.53
			GG HANGAR TBLC EXT	25.34
			GG AIRPORT SLEEPY	12.65
		INTERNAL REVENUE SERVICE	FICA	175.08
			Medicare	40.94
		ICMA	Retirement 401	169.44
			TOTAL:	867.57

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

10	General Fund	44,662.91
20	Transportation	6,846.91
30	Water Fund	6,523.64
35	Sewer Fund	8,688.41
40	Ambulance Fund	7,233.65
45	Lee C. Fine Airport Fund	1,240.92
47	Grand Glaize Airport Fund	1,401.16

 GRAND TOTAL: 76,597.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	NOV 2014 SALES TAX	0.69		
		LAKE SUN LEADER 81525 & 1586450	SURPLUS MISC ITEMS	18.00		
		CENTER FOR MUNICIPAL SOLUTIONS	1170 BLUFF DR MOD SPRINT	175.00		
			1170 BLUFF DR MOD 2.5 SPRI	400.00		
			5715 HWY 54 MOD2.5 SPRINT	3,600.00		
			1170 BLUFF DR SPRINT	500.00		
			5715 HWY 54 MOD SPRINT	400.00		
			TOTAL:	5,093.69		
City Clerk	General Fund	MO DEPT OF REVENUE	NOV 2014 SALES TAX REPORT	35.00		
		TOTAL:	35.00			
Municipal Court	General Fund	WASHBURN, WILLIAM F	DEC MUNICIPAL COURT JUDGE	1,763.17		
		STAPLES ADVANTAGE	TONER	151.34		
		TOTAL:	1,914.51			
City Attorney	General Fund	THOMSON REUTERS - WEST	SUBSCRIPTION	51.68		
		TRACKBILL	ANNUAL SUBSCRIPTION	1,998.00		
		TOTAL:	2,049.68			
Building Inspection	General Fund	WEX BANK	BLDG DEPT FUEL	102.44		
		TOTAL:	102.44			
Building Maintenance	General Fund	ELECTRONICS UNLIMITED	PD REMODEL-PHONES, CABLE	313.72		
		AMERICAN STAMP & MARKING PROD INC	SLIMLINE SIGN/FRAMES, INSE	790.03		
		CONSOLIDATED ELECTRICAL DISTR, INC	BLST, 20A 125V LOCKOUT GFC	31.02		
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO	106.75		
			COOLER RENTAL	38.51		
			COFFEE, TEA	67.80		
		OSAGE BEACH GLASS LLC	TEMPERED SAFETY GLASS	227.88		
		SHERWIN-WILLIAMS	9" COVERS, SHELLAC, STRAIN	60.23		
		SURECUT LAWN CARE LLC	REMOVE & REPLACE TREES	4,367.00		
		AB PEST CONTROL	PEST CONTROL	75.00		
		TOTAL:	6,077.94			
		Parks	General Fund	HDR INC	PARK REHAB ENGINEERING	10,067.78
				EZARD'S	EXT CRD, OUTLET STRIP, BRO	37.94
SOUTHTOWN GRAPHIX	SIGNS			326.25		
TURFMARK SERVICES LLC	BALL FIELDS APPLICATIONS			1,200.00		
WEX BANK	PARK DEPT FUEL			548.14		
TOTAL:	12,180.11					
Human Resources	General Fund	OCCUPATIONAL MEDICINE CLINIC	PRE EMPLOYMENT TESTING	20.00		
			& POST ACCIDENT TESTING	43.00		
		LAKE SUN LEADER 645	EMPLOYMENT ADVERTISING	72.00		
			EMPLOYMENT ADVERTISING	144.00		
		AMERICAN CHAMBER OF COMMERCE RESOURCES	HR ONLINE TRAINING	250.00		
		VALIDITY SCREENING SOLUTIONS	PRE-EMPLOYMENT TESTING	40.00		
		FOCUS/WEEKLY STANDARD	EMPLOYMENT ADVERTISING	29.60		
			EMPLOYMENT ADVERTISING	59.20		
		CIVIC PLUS	VIRTUAL TRAINING	150.00		
		WELLNESS COUNCIL OF AMERICA	MEMBERSHIP	365.00		
		INTERNATIONAL PUBLIC MANAGEMENT ASSOC	MEMBERSHIP	87.00		
TOTAL:	1,259.80					
Overhead	General Fund	XEROX CORPORATION	NOV BASE & METER USAGE	377.77		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STAPLES ADVANTAGE	CPY PPR	92.14
			TONER, PARCHMENT	<u>196.45</u>
			TOTAL:	666.36
Police	General Fund	GULF STATE DISTRIBUTING INC	8 CASES AMMO	2,152.00
		MO POLICE CHIEFS ASSC	CHARITABLE FOUND. CONFEREN	185.00
		O'REILLY AUTOMOTIVE STORES INC	JUMPSTART	79.99
		LAKE CLEANERS	UNIFORM CLEANING	373.50
		VIGILANT SOLUTIONS	ANNUAL SUBSCRIPTION	2,325.00
		PSE INSTALLATION	PRIORITY START #19	170.00
		HEDRICK MOTIV WERKS LLC	MOUNT & BAL TIRE PD27	12.55
			WTR PUMP, TIMING BELT PD27	492.19
			FRONT BRAKES, TRN ROTOR PD	235.49
		CIVIC PLUS	VIRTUAL TRAINING	150.00
		STAPLES ADVANTAGE	PENS, BATTERIES	205.52
		WEX BANK	POLICE DEPT FUEL	3,913.12
			POLICE DEPT CAR WASHES	<u>99.00</u>
			TOTAL:	10,393.36
911 Center	General Fund	WIRELESS USA INC	DEC SERV CONTRACT	225.00
			EQUIPMENT REPAIRS	<u>925.89</u>
			TOTAL:	1,150.89
Planning	General Fund	LAKE OF THE OZARKS COURT REPORTING LLC	VAR CASE 319	<u>200.00</u>
			TOTAL:	200.00
Information Technology	General Fund	ELECTRONICS UNLIMITED	DIRECT BURIAL PHONE CABLE-	300.00
		MO STATE AGENCY FOR SURPLUS	DELL 19" FLAT SCREEN MONIT	<u>200.00</u>
			TOTAL:	500.00
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	OUTDOOR WARNING SYS MAINT	1,480.00
		HEDRICK MOTIV WERKS LLC	OIL CHG EM1	32.50
		WEX BANK	EMER MNGMT FUEL	<u>55.56</u>
			TOTAL:	1,568.06
Economic Development	General Fund	BESAW ENTERPRISES INC	SNOW FLAKES, LIGHTS	1,230.00
		EZARD'S	EXTN CORD, TAP TRIPL GRD,	<u>22.75</u>
			TOTAL:	1,252.75
Transportation	Transportation	GB MAINTENANCE SUPPLY	TOWELS	9.14
		KNAPHEIDE TRUCK INC	SPREADER REPAIR	120.00
		O'REILLY AUTOMOTIVE STORES INC	RESPIRATORS	18.60
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	30.20
		PRECISION AUTO & TIRE SERVICE LLC	BRAKE LIGHT #2	35.31
			BRAKE PADS, ROTORS #1	54.31
			BALL JOINT, WHEEL HUB #4	226.33
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	32.34
			STREET DEPT FLOOR MATS	6.84
			STREET DEPT UNIFORMS	32.34
			STREET DEPT FLOOR MATS	7.20
		EZARD'S	ECHO POWER EQUIP	12.18
			TAP TRIPLE GRND BRN 15A	11.97
		WEX BANK	ENG -TRANS FUEL	57.26
			TRANS DEPT FUEL	1,937.91
			TRANS GPS	3.12
		KANSAS SALT LLC	DEICING SALT	27,706.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	30,301.76
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	NOV 2014 SALES TAX	2,820.14
		CAMDEN COUNTY RECORDER OF DEEDS	WARRANTY DEED	3.00
			TOTAL:	2,823.14
Water	Water Fund	RADIO SHACK CORP	PK4 2A 5X20 SB	3.49
		MIDWESTERN SAFETY EQUIPMENT CO INC	LATEX GLOVES	43.71
		EZARD'S	FASTENERS, DRILL BIT	8.29
			AAA BATTERIES	3.49
			TEES & BUSHINGS RETURNED	0.69
		GB MAINTENANCE SUPPLY	TOWELS	9.14
		MO ONE CALL SYSTEM INC	LOCATES	55.25
		CONSOLIDATED ELECTRICAL DISTR, INC	MINBAY LAMPS	8.75
			2-96T12/HO 120	58.95
		POSTMASTER	UTILITY BILL POSTAGE	375.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	30.20
		BRYANT, RICK	ASBESTOS INSPECTIONS	400.00
		HD SUPPLY WATERWORKS LTD	RISERS	48.00
		PRECISION AUTO & TIRE SERVICE LLC	BRAKE LIGHT #2	35.31
			BRAKE PADS, ROTORS #1	54.32
			BALL JOINT, WHEEL HUB #4	226.33
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	23.98
			WATER DEPT FLOOR MATS	6.83
			WATER DEPT UNIFORMS	23.71
			WATER DEPT FLOOR MATS	7.20
		WEX BANK	ENG -WATER FUEL	57.26
			WATER DEPT FUEL	1,042.00
			WATER GPS	1.74
			TOTAL:	2,522.26
Sewer	Sewer Fund	MIDWESTERN SAFETY EQUIPMENT CO INC	LATEX GLOVES	43.71
		EZARD'S	STRAPPING TAPE, MARKER	7.28
			D BATTERIES	32.97
			GREAT STUFF, FASTENERS, BI	42.60
			ROUND FILES, FILE HANDLE	23.27
		RP LUMBER INC	5/16' PROOF COIL CHAINS	279.98
			LOCKWASHERS, SCREWS, NUTS	11.67
			METAL & FERROUS BLADES	38.98
		GB MAINTENANCE SUPPLY	TOWELS	9.14
		MO ONE CALL SYSTEM INC	LOCATES	55.25
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	161.41
			BATTERIES	169.62
		LAKE SUN LEADER 81525 & 1586450	MISC PUMPS	63.00
			2015 GRINDER PUMP BID	63.00
		CONSOLIDATED ELECTRICAL DISTR, INC	3-IN MALL COND SEAL	497.80
			HOLE SAW	20.00
			LOAD CTR, 2P-120/240-100A	128.22
			2P-120/240-100A CB	77.90
		POSTMASTER	UTILITY BILL POSTAGE	375.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	30.20
			COOLER RENTAL	35.00
		LOYD'S ELECTRIC SUPPLY INC	HMCP BREAKER	1,995.00
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER EASEMENT	3.00
		PRECISION AUTO & TIRE SERVICE LLC	BRAKE LIGHT #2	35.32
			BRAKE PADS, ROTORS #1	54.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BALL JOINT, WHEEL HUB #4	226.34
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	38.97
			SEWER DEPT FLOOR MATS	6.83
			SEWER DEPT UNIFORMS	38.14
			SEWER DEPT FLOOR MATS	7.20
		WEX BANK	ENG -SEWER FUEL	57.26
			SEWER DEPT FUEL	853.31
			SEWER GPS	2.09
			TOTAL:	5,483.78
Ambulance	Ambulance Fund	HEDRICK MOTIV WERKS LLC	SWAP TIRES M8	35.00
		WEX BANK	AMB DEPT FUEL	451.80
			TOTAL:	486.80
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	NOV 2014 SALES TAX	1,077.40
			TOTAL:	1,077.40
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	AV GAS	9,632.73
			HEARTLAND EQUIP CHG	16.00
			JET A FUEL	11,139.14
		S & W PROPANE INC	PROPANE	1,054.96
		EZARD'S	HEET, UTILITY PUMP	78.93
			KEYS	15.90
			HARDWARE, HACKSAW, BLADES	15.49
			ADAPTER 2OUT KEYLESS	3.49
			TOTAL:	21,956.64
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	NOV 2014 SALES TAX	2.57
			TOTAL:	2.57
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	AV GAS	10,373.41
			SATELLITE EQUIP CONN	46.00
		BESAW ENTERPRISES INC	GG BEACON LIGHT	100.00
		BRYANT, RICK	ASBESTOS INSPECTIONS	500.00
		O'REILLY AUTOMOTIVE STORES INC	GAS ANTIFREEZE	1.79
			TOTAL:	11,021.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
10  General Fund                44,444.59
20  Transportation              30,301.76
30  Water Fund                  5,345.40
35  Sewer Fund                   5,483.78
40  Ambulance Fund              486.80
45  Lee C. Fine Airport Fund    23,034.04
47  Grand Glaize Airport Fund   11,023.77
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                                GRAND TOTAL:    120,120.14
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TOTAL PAGES: 5

BILL NO. 14-62

ORDINANCE NO. 14.62

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2015 and ending December 31, 2015, a copy of which is attached hereto as Attachment "A" and is made a part hereof as if fully set forth herein is hereby adopted.

Section 2. That funds are hereby appropriated for expenditures set forth in said budget and approved as follows:

General Fund	\$ 7,298,913
Capital Improvement Fund	\$ 2,415,000
Transportation Fund	\$ 4,006,889
TIF-Prewitt's	\$ 2,244,350
TIF-Dierbergs	\$ 555,000
Combined Water & Sewer Fund	\$ 9,161,874
Ambulance Fund	\$ 584,755
Lee C. Fine Airport Fund	\$ 803,923
Grand Glaize Airport Fund	\$ 461,306
 TOTAL AMOUNT BUDGETED	 \$27,532,010

Section 3. The City Administrator is hereby authorized to effect transfers of amounts less than Five Thousand Dollars (\$5,000) between line items, within departments, within the same fund.

Section 4. This Ordinance shall be in full force and effect January 1, 2015.

READ FIRST TIME: December 4, 2014 READ SECOND TIME: _____

I hereby certify that Ordinance No. 14.62 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

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

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

Date

Diann Warner, City Clerk

Bill No. 14-62
Page 2

Ordinance No. 14.62

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 14.62.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

The Lake Area Chamber of Commerce would like to address the Mayor and Osage Beach board of alderman regarding an idea and concept to beautify the intersections/overpasses of the Highway 54 Expressway. Conceptual design ideas include painting and decorative and functional lighting on the overpasses. Conceptual design and very preliminary cost estimates will be provided at the meeting. Discussions regarding private and public funding mechanisms will also be discussed in general terms.

Submission Date: November 26, 2014
Submitted By: Public Works Director
Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.63. To allow the Mayor to sign Missouri Highways and Transportation Commission Agreement for Signing Installed and Maintained by the Applicant

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

Citizens of Osage Beach, contractors, material suppliers, and City Staff

Why is Board Action Required?

Board approval required for ordinances

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

Requesting first and second readings for Bill 14.63.

Are there any deadlines associated with this action?

This agreement has to be approved before the Purple Heart City Signs can be installed

Budget Line / Source of Funds

None

Comments and Recommendation of Department:

This agreement between MoDOT and the City would allow the City to install Purple Heart City Signs on MODOT's Right of Way. These signs would be maintained by the City. The proposed locations for these signs on MoDOT Right of Way are Route 54 East and Westbound, Route 42, Route D, and Route KK. The Public Works Department recommends approval of this ordinance. A first and second reading is requested.

City Administrator's Comments and Recommendation:

November 6, 2014, the City was awarded the designation of a Purple Heart City and staff would like to have signs installed designating our award. Concur with the Public Works Director's recommendation.

BILL NO. 14-63

ORDINANCE NO. 14.63

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ALLOW THE CITY TO INSTALL AND MAINTAIN SIGNS DESIGNATING THE CITY AS A PURPLE HEART CITY

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 install and maintain signs designating the City as a Purple Heart City.

Section 2. That the signs are to be located at the City limits on US 54 Westbound and Eastbound, MO 42 Westbound, Route KK and Route D as indicated on the attached Exhibit A.

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. 14.63 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 14.63.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO Form: TR42
 Approved: 08/06 (BDG)
 Revised: 11/12 (ASB)
 Modified:

MoDOT District: <u> CD </u> MoDOT Contract Administrator: <u> Ericka Ross </u>

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Osage Beach (hereinafter, "Applicant"), whose address is 1000 City Parkway, Osage Beach, Missouri 65065.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in Camden County, Missouri for Purple Heart City in the general vicinity of City Limits on US 54 Westbound & Eastbound, MO-42 Westbound, Route KK and Route D; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
- Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
- Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)
- Other sign(s) approved by the Commission's State Traffic Engineer

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

- Year round
 Seasonally
 from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) **INSTALLATION**: The signs shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) **TRAFFIC CONTROL**: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) **PERMIT**: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) **COSTS**: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) **HIGHWAY SPECIFICATIONS**: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) **MAINTENANCE**: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's City Administrator is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**Jeana Woods
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
Phone: 573-302-2000
Fax: 573-302-2009**

(12) **VENUE**: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) **INDEMNIFICATION**:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) **NO INTEREST**: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) **SOLE BENEFICIARY**: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) **AUTHORITY TO EXECUTE**: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) **ENTIRE AGREEMENT**: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) **ATTACHMENTS**: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the ____ day of _____, 20____.

Executed by the Commission the ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

- Copies: Applicant
- District
- Traffic Division
- Commission Secretary

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary

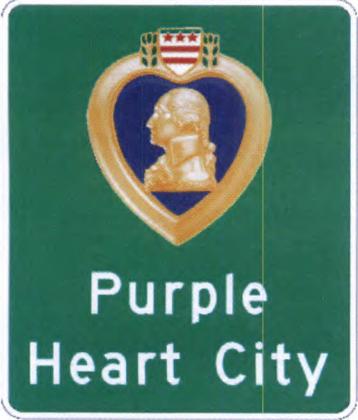
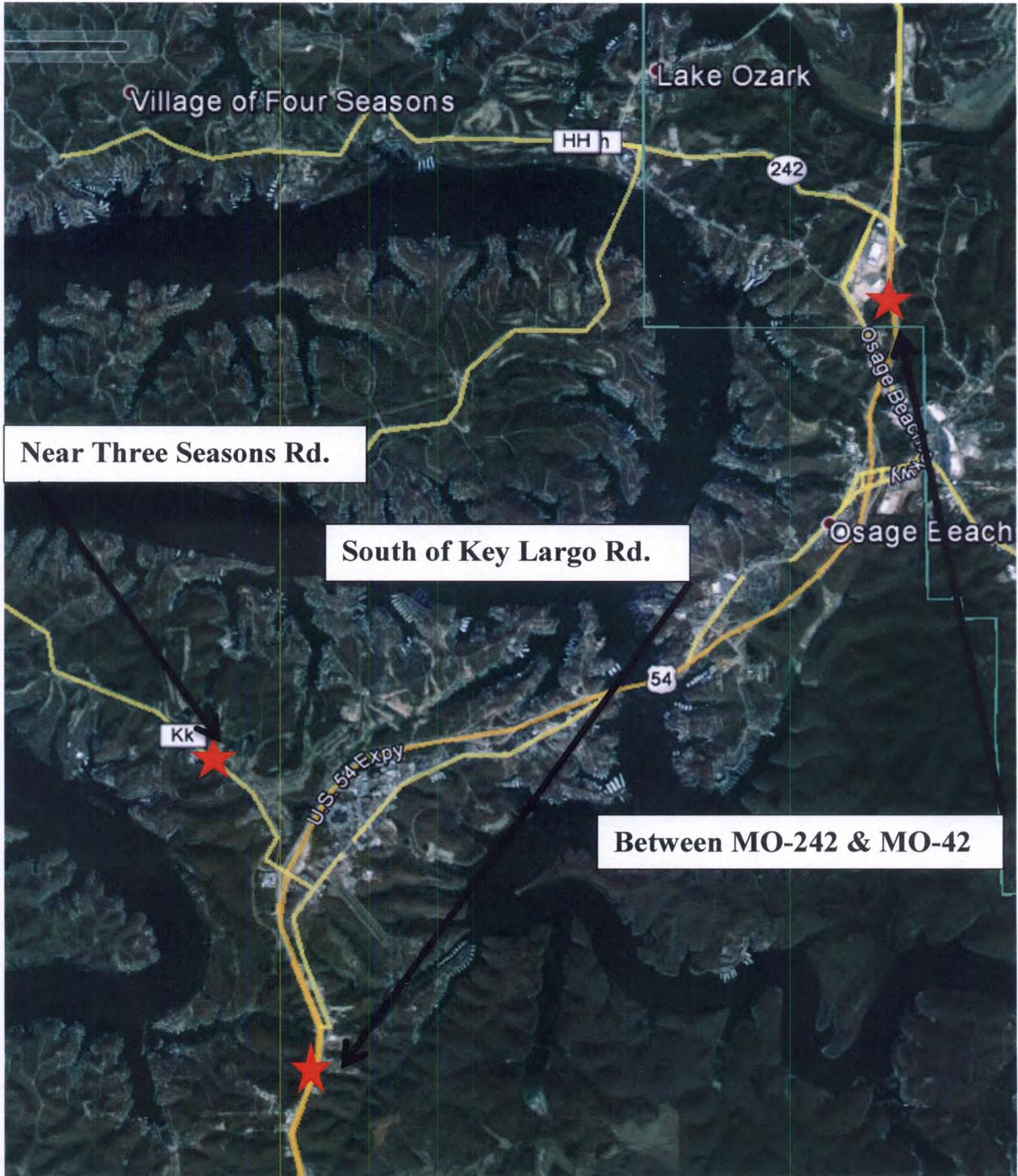
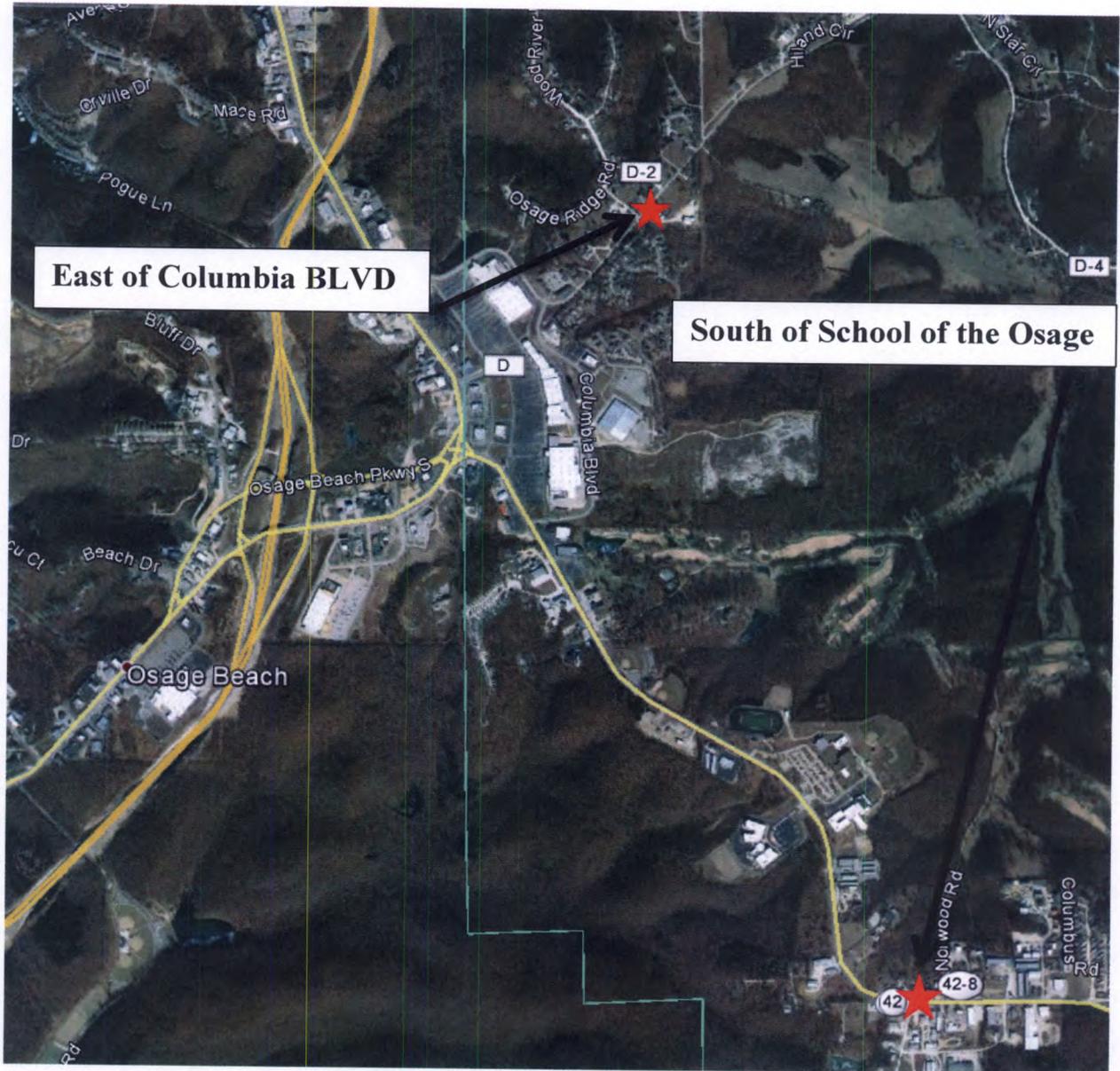
Sign No:	1	Size:	24" x 30"	Quantity:	5	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout





Submission Date: December 10, 2014

Submitted By: City Administrator

Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.64 - To allow the Mayor to execute Contract No. 2295620 with Lamar Companies to lease two electronic billboards on the Grand Glaize Bridge for the FY2015; 1/1/15-12/30/15.

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

Citizens of Osage Beach, Lamar Companies, residents, visitors and City staff.

Why is Board Action Required?

Board approval required for contracts over \$5000.

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

Request first and second readings of Bill 14.64.

Are there any deadlines associated with this action?

Yes. In order to begin advertising 1/1/15, contract approval is currently needed.

Budget Line / Source of Funds

10-21-754250 Community Promotions

City Administrator's Comments and Recommendation:

This is a request to approve a contract with Lamar for lease of two billboards for 13 periods (4 weeks each) for FY2015, 1/1/15-12/30/15, for \$1,500 each billboard for each period, for a total contract price of \$39,000. This is a budgeted FY2015 expenditure. Both leased boards are on the Grand Glaize bridge, one facing west, the other facing east.

Please note, at the request of the City Attorney, changes have been made to item 2, 14, and 14(a) under Standard Conditions. Upon acceptance of the contract, changes will be initialed by the Mayor and forwarded onto Lamar, as directed by Lamar.

BILL NO. 14-64

ORDINANCE NO. 14.64

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAMAR COMPANIES TO PROVIDE OUTDOOR ADVERTISING DISPLAYS

WHEREAS, the Board of Aldermen is desirous of placing advertising for the benefit of the businesses and citizens of the City with Lamar Outdoor Advertising on the electronic billboards at the ends of the Grand Glaize Bridge for the year 2015; and,

WHEREAS, the Board finds that these two electronic billboard locations are unique and are well placed to inform the traveling public about the opportunities within our city, and that this contract is purchase from a sole source:

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

Section 1. The Board of Aldermen, of the City of Osage Beach, Missouri authorizes the Mayor to execute a contract with The Lamar Companies in the amended form as attached hereto as Exhibit "A"

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed thirty nine thousand dollars (\$39,000.00).

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. 14.64 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. 14.64.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Missouri
 P.O. Box 1089
 Osage Beach, MO 65065
 Phone: 573-317-1559
 Fax: 573-317-9075



CONTRACT # 2295620

Date: 12/8/2014
 New/Renewal: NEW
 Account Executive: Richard Martin
 Phone: 573-317-1559

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	234237-0
Name	CITY OF OSAGE BEACH
Address	1000 CITY PARKWAY
City/State/Zip	OSAGE BEACH, MO 65065
Contact	Mayor Panny Lyons
Email Address	PLYONS@OSAGEBEACH.ORG
Phone #	(573) 302-2030
Fax #	(573) 302-0528
P.O./ Reference #	
Advertiser/Product	CITY OF OSAGE BEACH
Campaign	

Space										
# of Panels: 2								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
70001 30471852	219-CAMDEN, MO	N/S HWY 54 .5 MI W/O PASSOVER RD E/B	Yes	Digital Bulletin	14' 0" x 48' 0"		01/01/15-12/30/15	13	\$1,500.00	\$19,500.00
70011 30635836	219-CAMDEN, MO	S/S HWY 54 .8 MI W/O PASSOVER RD W/B	Yes	Digital Bulletin	10' 6" x 36' 0"		01/01/15-12/30/15	13	\$1,500.00	\$19,500.00
Total Space Costs:										\$39,000.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the Mayor (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF OSAGE BEACH
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Richard Martin	GENERAL MANAGER	DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the Initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

INITIALS _____

2295620 CUST 234237

Missouri
P.O. Box 1089
Osage Beach, MO 65065
Phone: 573-317-1559
Fax: 573-317-9075



CONTRACT # 2295620

Date: 12/8/2014
New/Renewal: NEW
Account Executive: Richard Martin
Phone: 573-317-1559

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. ~~Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.~~
3. Payment Terms: Company will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Company within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Company will promptly reimburse its collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a four week contract, the available spots during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available spots, then no credit will be due.

INITIALS _____

2295620 CUST 234237

Page 2 of 3

Missouri
P.O. Box 1089
Osage Beach, MO 65065
Phone: 573-317-1559
Fax: 573-317-9075



CONTRACT # 2295620

Date: 12/8/2014
New/Renewal: NEW
Account Executive: Richard Martin
Phone: 573-317-1559

believes

14. Customer Supplied Content (Spots) License and Indemnity Agreement

Copyright/Trademark: Advertiser ~~warrants~~ ^{believes} that all approved designs do not infringe upon any trademark or copyright, state or federal. ~~Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.~~

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

~~(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.~~

~~(vi) Advertiser hereby grants to Lamar a paid-up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar a trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.~~

Submission Date: December, 10, 2014

Submitted By: Public Works Director

Board Meeting Date: December, 18, 2014

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

Description of Item:

Bill 14-65. To authorize the Mayor to execute the Supplemental Master Reimbursable Utility Agreement with the Missouri Highways and Transportation Commission.

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

Citizens of Osage Beach, City Staff, and Missouri Department of Transportation

Why is Board Action Required?

Board approval required for Ordinance

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

Request first and second readings of Bill 14.65.

Are there any deadlines associated with this action?

This agreement needs to be modified to match federal requirements

Budget Line / Source of Funds

No

Comments and Recommendation of Department:

The City has a Master Reimbursable Utility Agreement with the Missouri Highways and Transportation Commission. This agreement was executed during the Route 54 Expressway Project to reimburse the City the cost incurred for relocating utilities. This agreement streamlines the process and allows the City to move quicker to get utilities relocated and recover cost.

This supplemental agreement is to include the Buy America provisions when MoDOT is reimbursing for utility work for a project that receives Federal Aid.

The Public Works Department recommends approval. A first and second reading is requested.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 14-65

ORDINANCE NO. 14.65

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST SUPPLEMENTAL MASTER REIMBURSABLE UTILITY AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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 feels it is in the best interests of the City to authorize the Missouri Highways and Transportation Commission First Supplemental Master Reimbursable Utility Agreement.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission First Supplemental Master Reimbursable Utility Agreement and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 3. Severability.

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

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

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 14.65 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Bill No. 14-65
Page 2

Ordinance No. 14.65

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 14.65.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO Form: UT
 Approved:
 Revised: 03/14 (AR)
 Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 FIRST SUPPLEMENTAL MASTER REIMBURSABLE UTILITY AGREEMENT**

THIS FIRST SUPPLEMENTAL MASTER REIMBURSABLE UTILITY AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "**City**").

WITNESSETH:

WHEREAS, on July 19, 2007, the **City** and Commission entered into a Master Reimbursable Utility Agreement (hereinafter, "Original Agreement").

WHEREAS, the parties desire to revise the Original Agreement as provided in this First Supplemental Agreement.

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

(1) ADDITION OF PARAGRAPH (21): The following paragraph is hereby added to the Original Agreement:

(21) BUY AMERICA REQUIREMENT COMPLIANCE: The **City** agrees to abide by the provisions of the Buy America requirements as found in 23 USC 313 and 23 CFR 635.410 for the Commission's Federal-Aid Construction Program.

(A) Buy America Compliance Certification: The **City** certifies that when determining products/materials subject to Buy America requirements to use in the performance of this Agreement, it shall use only such products/materials for which it has received a certification from its supplier, or provider of construction services that procures the product/material, certifying compliance with Buy America requirements. This does not include products/materials for which waivers have been granted pursuant to 23 CFR 635.410 or those products/materials that are excluded from compliance with Buy America requirements in the Commission's Engineering Policy Guide 643.2.1.43. The **City** will not be required to provide the Commission copies of the supplier certification as part of this Agreement or with the final invoice of said Commission's Federal-Aid Highway Construction Project.

(B) Buy America Record Retention: The **City** agrees to retain all Buy America compliance documents obtained pursuant to paragraph (21)(A) above, for a period of time of no less than 3 years after the receipt of the final reimbursement for the project by FHWA of said Commission's Federal-Aid Highway Construction Project in accordance with 49 CFR 18.42 (b) and (c). All Buy America compliance documents shall be made available upon request of, and at no cost to, the Commission and/or Federal Highway Administration.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this First Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the **City** this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF OSAGE BEACH

By _____

Title _____

Print Name _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

(Seal, if available)

Ordinance No. _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI _____)
)
COUNTY OF _____) ss

On this _____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

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

Notary Public

My Commission Expires: _____

Submission Date: December 10, 2014

Submitted By: Public Works Director

Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.66 to authorize the Mayor to execute the architecture services contract with Architecture & Engineering Consultants LLC, for the Remodel of Public Works Building

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

Citizens of Osage Beach, Architecture & Engineering Consultants LLC, contractors, material suppliers, and City Staff.

Why is Board Action Required?

Board approval required for contracts over \$5000.

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

Request first and second readings of Bill 14.66.

Are there any deadlines associated with this action?

We would like to hire the architect firm to start with the design of the building improvements.

Budget Line/Source of Funds

20- 30- and 35-00-774256 Building Improvements

Comments and Recommendation of Department:

We have negotiated a contract for professional architecture services with Architecture & Engineering Consultants LLC for the Public Works Building Remodel. Total budgeted in the FY2015 budget for the project is \$67,000 from each the Transportation, Water, and

Sewer funds (\$201,000 total). They have separated the work into two phases as we talked at the October 2, Board of Aldermen Meeting. Phase 1 includes remodeling the downstairs of Public Works and relocating the Foreman's office upstairs. Phase 1 includes upgrading the Mechanical/Plumbing and Electrical for the building as a whole. Phase 2 just includes the additional offices and the needed electrical/mechanical for those offices.

The Architecture Fees for Phase 1 are \$18,500. There is \$2,000 for Construction Administration Services in this phase for shop drawing review and other construction related questions that need to be approved by the designer of record. The estimated construction costs are \$150,000. The Phase 1 work has a higher price per square foot than Phase 2 because the Mechanical/Plumbing/Electrical needs is included in this phase.

The Architect Fees for Phase 2 are \$1,500. There are no real additional drawing sheets since we have to show the upstairs for the foreman's office. The construction estimate for this phase is \$50,000.

The total costs estimated for this work is \$220,000. During the design phase, we will work to keep the flooring and other improvements to a minimal to keep costs down. If needed, we could paint and provide some labor to keep overall costs down to \$201,000.

The Public Works Department recommends approval of Bill 14.66. A first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 14-66

ORDINANCE NO. 14.66

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARCHITECTURE & ENGINEERING CONSULTANTS, LLC TO PROVIDE DESIGN SERVICES FOR THE PUBLIC WORKS BUILDING REMODEL

WHEREAS, the City of Osage Beach seeks to engage a company to assist the City in designing the Public Works Building Remodel; and

WHEREAS, the City has determined that Architecture & Engineering Consultants, LLC is able to provide such services as described in the attached contract.

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 a contract with Architecture & Engineering Consultants, LLC, substantially under the terms set forth in the attached contract identified as "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty thousand dollars (\$20,000.00).

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. 14.66 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 No. 14.66.

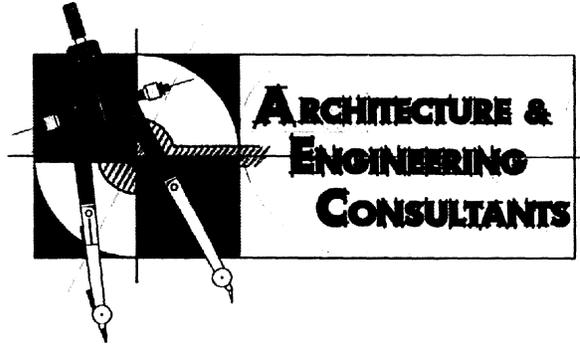
Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

PROFESSIONAL SERVICES AGREEMENT



Client: City of Osage Beach
1000 City Parkway
Osage Beach, Mo 65065
Ph 573-302.2020 Fax 573-302.2043

Arch/Eng: Architecture & Engineering Consultants, LLC
PO Box 253
100 Crossing East Dr., Suite 4
Lake Ozark, MO 65049
573.365.2100 Fax: 573.365.2105

Project: 14-174 Public Works Remodel. 5757 Chapel Dr., Osage Beach, Missouri 65065.

Scope of Work: Provide Design and Construction Drawings for a 2,500sf office renovation. The project is divided into 2 phases. Phase one consisting of the first floor and 700sf of the mezzanine. Phase 2 consisting of the balance of the existing mezzanine. The drawings will include plans, elevations, sections, and details required to obtain a building permit.

Estimated Cost of Construction:

Phase 1	3,200sf x \$47/sf =	\$150,000.00
Phase 2	1,800sf x \$28/sf =	\$ 50,000.00
		\$200,000.00

Scope of Services and Responsibility:

- Programming:** The Architect/Engineer has already received program needs from client that will serve as the basis of design. This phase also includes field measuring of any existing spaces and/or structures. *(5 day phase duration).*
- Schematic Design:** The Architect/Engineer will develop schematic diagrams of the design showing room layouts circulation throughout the space based upon area and type of construction as required. *(5 day phase duration plus time required for review and approval by client).*
- Design Development:** The Architect/Engineer will further develop the approved Schematic (provided by owner) with needed revisions. *(10 day phase duration plus time required for review and approval by client).*
- Construction Documents:** The Architect/Engineer will produce detailed drawings for bidding to communicate the intent of the design to bidders. Documents will include Architectural, Civil, Structural, and Mechanical, Electrical, and Plumbing design. The Architect will be responsible for coordinating the work of these disciplines into a single package for building. Any changes to prior design phases can be charged at hourly rates. *(30 day phase duration plus time required for review and approval by client).*
- Bidding and Negotiating:** The Architect/Engineer will assist the client in reviewing the bids. The Architect will evaluate the bids to determine compliance with the bid documents. The Architect will assist the client with preparation of the Agreement between Owner and Contractor. *(Provided based on hourly rates).*
- Construction Administration:** The Architect will visit the project site at intervals appropriate to the phase of construction. The Architect will review shop drawings submitted by the contractor and make recommendations for compliance with the intent of design. Any changes to Construction documents can be charged at hourly rates. *(Provided based on hourly rates).*

PAGE 1 OF 4

ROLLA • LAKE OF THE OZARKS • KANSAS CITY

Compensation:

The **Client** agrees to pay, for the above services, a total fee of **\$20,000.00** (Twenty Thousand dollars) with an initial payment of **\$0.00** made upon the execution of this agreement and credited to the owner's account at final payment.

Phase One Design:

Programming (Field Measure)	\$500.00	0.25%
Schematic Design	\$1,000.00	0.50%
Design Development & Code Review	\$2,000.00	1.00%
Construction Documents		
Architectural	\$4,000.00	2.00%
Specifications (<i>front end only</i>)	\$1,000.00	0.50%
Mechanical/Plumbing Engineering	\$3,000.00	1.50%
Electrical Engineering	\$3,000.00	1.50%
Detailed Construction Estimate	\$1,000.00	0.50%
Bidding/Negotiating	\$1,000.00	0.50%
Construction Administration (<i>Hourly Not To Exceed</i>)	\$2,000.00	1.00%

Total	\$18,500.00	9.25%
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Phase Two Design:

Construction Documents		
Architectural	\$500.00	0.25%
Mechanical Engineering	\$500.00	0.25%
Electrical Engineering	\$500.00	0.25%

Total	\$1,500.00	0.75%
--------------	-------------------	--------------

ARCH-3	\$90.00/hr	ENG-3	\$100.00/hr	CADD-3	\$65.00/hr
ARCH-2	\$70.00/hr	ENG-2	\$80.00/hr	CADD-2	\$55.00/hr

(Rates are subject to change on an annual basis)

Change of Scope:

Compensation for a change in scope or responsibilities shall be established as mutually agreed upon by the Client and Architect/Engineer. Examples of a change in scope are: expanded responsibilities, revised schedules, special studies, and additional program areas. The program areas define the floor plan in which some relatively small changes lead to drastic structural changes.

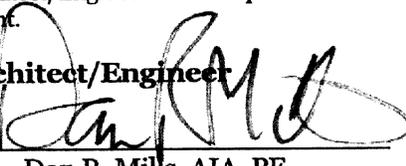
Reimbursable Expenses:

- Travel from Office at \$ N/A per mile.
- Cost of printing and reproduction (\$3.00 for 24x36, \$1.00 for 12x18).

Authorization:

Upon signature of this Letter of Agreement, the Architect/Engineer will proceed. The Architect/Engineer will not perform services outside this Agreement without authorization from the Client.

Architect/Engineer

By: 
 Dan R. Mills, AIA, PE

Client

By: _____
 print:

Date: December 10, 2014

Date: _____

Job No.: 14-174

SSN/FED ID: _____

Architecture & Engineering Consultants, LLC
STANDARD TERMS AND CONDITIONS

PARTIES

"AEC" shall mean Architecture & Engineering Consultants, LLC. "CLIENT" shall mean the person or entity executing this Agreement with "AEC".

HAZARDOUS MATERIALS – INDEMNIFICATION

AEC shall have no responsibility for discovery, testing, presence, handling, removal, disposal or exposure to hazardous materials of any form.

STANDARD OF CARE

Services provided by AEC under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

CODE COMPLIANCE

AEC shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this Agreement. Design changes required to comply with newly enacted laws, codes and regulations after this date shall entitle AEC to a reasonable adjustment in schedule and compensation as Additional Services.

INFORMATION PROVIDED BY CLIENT

The CLIENT shall provide to AEC such information as is available to the CLIENT and the CLIENT's consultants and contractors, and AEC shall be entitled to rely upon the accuracy and completeness thereof.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the Missouri.

OPINIONS OF PROBABLE COST

If, as part of this Agreement AEC is providing opinions of probable construction cost, the CLIENT understands that AEC has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that AEC's opinions of probable construction costs are to be made on the basis of AEC's qualifications and experience. AEC make no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SHOP DRAWING REVIEW

If, as part of this Agreement AEC reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means and methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. AEC's review shall be conducted with reasonable promptness while allowing sufficient time in AEC's judgment to permit adequate review. Review of a specific item shall not be responsible for any deviations from the contract documents not brought to the attention of AEC in writing by the Contractor, AEC shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION

If, as part of this Agreement AEC is providing construction observation services, AEC shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained AEC to make detailed inspections or to provide exhaustive or continuous project review and observation services. AEC does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

ADDITIONAL SERVICES

The CLIENT may direct AEC to provide additional services including, but not limited to, any additional services identified in the Agreement. If AEC agrees to provide these services, then Compensation for such services shall be at AEC's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Change Order that contains an alternative compensation provision.

RIGHT OF ENTRY

The CLIENT shall provide entry for employees, agents and subcontractors of AEC and for all necessary equipment. While AEC shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

OWNERSHIP/REUSE OF INSTRUMENTS OF SERVICE

For further information see The Architectural Works Copyright Protection Act of 1990.

MARKETING

The CLIENT grants AEC the right to install a job sign during construction of the project and the right to take and use photographs of the project during and after construction for marketing purposes.

PAYMENT

Invoices will be submitted monthly or in phases during the period of this contract for services rendered. The invoices will contain billings based upon the amount of work complete at the time of the billing plus any reimbursable expenses incurred. It is agreed that progress payments for fees earned under this agreement are due and payable to Architecture & Engineering Consultants within 30 days of invoice. The invoices will be deemed acceptable to the client Architecture & Engineering Consultants is informed of any invoice discrepancies within 7 days of receipt of the invoice. If any invoice remains unpaid beyond 30 days, Architecture & Engineering Consultants reserves the right to accrue interest at the rate of 1½% per month on the unpaid balance. If the client fails to pay within 30 days, Architecture & Engineering Consultants may, after written notice to the Owner, suspend services under this agreement until the outstanding invoices have been paid in full. It is further understood that if the project is abandoned or if any work being performed by Architecture & Engineering Consultants is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished and any reimbursable expenses incurred prior to receipt of written notice of such abandonment or suspension.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between CLIENT and AEC and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by AEC for the default of the CLIENT, then AEC shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of AEC and AEC does not cure the default, then AEC shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and AEC shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

MEDIATION

The Client and AEC shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A request for mediation shall be in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

ARBITRATION

Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

END OF STANDARD TERMS AND CONDITIONS

Submission Date: December 9, 2014

Submitted By: Ed Rucker, City Attorney

Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.67 – Request to approve a festival permit procedure for temporary outdoor consumption.

Names of Persons Businesses, Organizations affected by this action:

Festival organizers, police department, and general public.

Why is Board Action Required:

Board action is required to adopt an ordinance.

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

Requesting first reading of Bill 14.67.

Are there any deadlines associated with this action:

No

Budget Line / Source of Funds

None

Comments and Recommendation of Department:

This ordinance creates a festival permit for temporary outdoor consumption of beer and wine for specific events. Events are limited to a specific area by the terms of the permit. The event organizer may be required to provide additional police and ambulance service, sanitation facilities and trash cleanup. A festival organizer may apply to close a portion of a public roadway. The City Administrator and Chief of police must both agree to the issuance of any festival permit. A deposit may be required for any anticipated costs of the event, generally public safety or cleanup costs.

This ordinance draft was requested after discussion at a board meeting last month. It is based on the Jefferson City ordinance referred to in the discussion.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 14-67

ORDINANCE NO. 14.67

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE FOR PUBLIC FESTIVALS WHEREIN BEER OR WINE MAY BE CONSUMED IN PUBLIC UNDER A TEMPORARY OUTDOOR CONSUMPTION PERMIT

WHEREAS, the Board of Aldermen is interested in promoting festivals and events within the city; and,

WHEREAS, the Board of Aldermen hereby finds that an amendment to the ordinances is necessary to allow under controlled circumstances the permissible outdoor consumption of beer and wine in designated times and areas:

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

Section 1. That a new Section 600.075 Temporary Outdoor Consumption of Alcohol of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Section. 600.075 Temporary Outdoor Consumption of Alcohol at Festivals

A. The Chief of Police and the City Administrator may issue a Temporary Outdoor Consumption Permit as set out in this section, for any designated Festival District, or any portion of a Festival District as the applicant may request, such area being referred to herein as the Permit Area.

The Chief of Police may require such applicant to meet certain conditions for the permit including but not limited to provisions for sufficient law enforcement personnel, on site ambulance services, portable sanitation facilities, trash facilities and trash cleanup.

All expenses for law enforcement personnel, on site ambulance services and additional portable sanitation and trash facilities required by the permit shall be paid by the Applicant. The Chief of Police may require a deposit to cover those expenses in addition to the fee set forth in Section G.

All applications under this section shall be made 90 days in advance of the date of the proposed event although the Chief of Police and the City Administrator shall have the authority to waive this requirement when they both agree.

B. Designated Festival Districts. The following areas have been designated as Festival Districts:

1. Osage Beach Festival District: Any 1000 foot strip or less of Osage Beach Parkway owned by the City beginning at the eastern city limits and extending to the western city limits including all business and properties that present their physical front of the building as facing the street or have a mailing address on Osage Beach Parkway.

2. Such other commercial zoned property as may be approved by the Chief of Police and the City Administrator under any conditions as required the Chief of Police and the City Administrator.

C. Within the Permit Area and during the times of the permit:

1. Section 220.020 relating to noise may be temporarily modified or suspended by the Chief of Police and the City Administrator as part of this permit.

2. The granting of the permit may authorize the full or partial closing of the streets within the permit area; and

a. The Applicant is authorized to prohibit the sale of food or beverages on the public streets except those allowed by the Applicant; and

b. The Applicant may prohibit any commercial activity, including distribution of commercial advertisements, on the public street except those allowed by the Applicant; and

c. The Applicant may prohibit bringing animals into the Permit area; and

d. The Applicant may remove from the Permit Area any person or persons who are disrupting the activities of the Applicant. The term disrupting shall include, but is not limited to, loud noise, obstructing the view of others, obstructing the flow of pedestrian traffic, or interfering with the Applicant's staff or volunteers; provided however, the term shall not be construed to allow the Applicant to prohibit distribution of petitions, pamphlets, or speech which is not disruptive.

3. No person shall possess alcohol within the Permit Area except beer or wine in a container issued by the Applicant or his or her designee(s) (hereinafter "Event Cup"). The Event Cup shall be plastic, conspicuous, and unique to the event. Additionally no person shall possess alcohol within the Permit Area outside a licensed establishment without a wristband designated for the event obtained from the event sponsor.

4. Any establishment which has been granted permission by the permit holder and which is properly licensed to sell liquor by the drink shall be considered a participating establishment and pursuant to the permit may sell and serve beer or wine in an Event Cup.

Any purchaser over the age of 21 with an Event Cup may consume beer or wine on any public street or sidewalk within the permit area. All persons purchasing any beverage in an Event Cup must be 21 years of age or over, and the establishment shall place a wristband as designated for the event on the person's wrist to indicate that they are 21 years of age or over. Alternatively, wristbands may be placed on such persons at a central specified location within the Permit area. The wristband must remain on the person's wrist at all times when consuming alcohol on the

streets or sidewalks within the Permit Area. Persons with a proper wristband and drinking from an Event Cup and who are within the Permit Area, shall not be considered to be carrying an open container under the City of Osage Beach Municipal Code Section 600.070.

5. Persons violating this Section 600.075 or the terms of any permit issued hereunder, shall be guilty of an ordinance violation and/or may be required by a police officer to leave the permit area and if so ordered shall not return during the permit period.

6. The event wristband and event cup shall be conspicuous and unique to the event designating the event by name and shall be supplied by the Applicant and must be approved by the Chief of Police and the City Administrator before the event.

7. All other provisions of the City ordinance, not specifically suspended or modified here, shall remain in full force and effect.

D. The application must:

1. Be signed by the applicant who must be an individual who shall be personally liable for any violation of the permit or this ordinance.

2. Be on a form provided by the City and specify the nature of the event, the dates, times, and location of the event, and the schedule for the event.

3. The application must be signed by the property owners within the designated event area as either approved by them or as presented without their endorsement.

E. Rules Applicable to permit areas. During the period that the permit is in effect:

1. No glass containers of any kind shall be allowed within the permit area during its period of operation.

2. All event Cups and Wristbands shall be obtained only through the event sponsors and participating businesses after verification of the individual's legal age.

3. No alcoholic beverages in open containers of any kind, other than Event Cups, shall be allowed within the permit area during the event.

4. All temporary vendors shall hold or obtain a city business license and a sales tax license from the State of Missouri listing their business in the City of Osage Beach for the Festival Period.

5. The permit holder shall clearly mark the boundaries of the Event Permit area, in a manner acceptable to the Chief of Police and the City Administrator or his or her designee, clearly indicating where open containers are and are not allowed.

6. The Permit Holder shall be responsible for cleaning up trash after the event and restoring streets and sidewalks to pre-event condition.

F. The Chief of Police and the City Administrator may not authorize any permits for events to occur:

1. at any time between the Friday before, to the Tuesday after Memorial Day,
2. on July 3 or 4
3. at any time between the Friday before, through the Tuesday after Labor Day
4. Thanksgiving Day
5. Christmas Day.

G. The applicant shall pay to the City Clerk a fee for the Temporary Outdoor Consumption Permit, in the amount of \$250.00.

H. Consistent with public safety the Chief of Police of Police and officers under his command shall have the authority to allow persons not participating in the festival access through the festival area either on foot or in their vehicles, to any business, residence or public street.

I. The application shall be made in a form substantially similar to the attached Exhibit "A" and the Chief of Police of Police and the City Administrator shall have the authority to amend the said from as they deem necessary.

Section 2. Severability

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

Section 3. Repeal of Ordinances not to affect liabilities, etc.

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.14.67 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.14.67.

Penny Lyons, Mayor

ATTEST:

Date

Diann Warner, City Clerk



FESTIVAL PERMIT FOR TEMPORARY OUTDOOR ALCOHOL CONSUMPTION

Appendix A to Ordinance 600.075

CITY OF OSAGE BEACH, MISSOURI

This application must be submitted to the City Administrator's Office at least ninety (90) days prior to the event. Permit Fee: \$250.00.

Applicant(s) Name(s): _____ DOB: _____

Driver's License No.(s): _____

Address: _____

Daytime Phone: _____ Evening: _____ Cell: _____

Date(s) of Event: _____ Hours alcohol will be consumed: _____ to _____

Name of Event: _____

Specific Location(s) Requested: _____

Is there a charge for the event or for drinks? YES _____ NO _____ Estimated Number of Participants: _____

If YES, you must obtain a Liquor License from the City of Osage Beach and the State Liquor Control authority in addition to this permit.

For more information contact the City Clerk's Office at (573) 302-2000 or (573) 302-2010.

Type of alcohol to be consumed: _____ Beer or _____ Wine _____ or _____ both Beer and Wine

Food is required. Will there be a charge for food/snack items: YES* _____ NO _____

General description: _____

* Sales Tax shall be collected and remitted to local and state authority.

Agreement:

- 1. Applicant is responsible for cleaning, trash disposal and any repairs necessary as a result of the event. All clean up must be completed within _____ hours of the conclusion of the event.
2. Applicant agrees to provide sandwiches and/or other food snacks at the location during the consumption of intoxication liquors.
3. List of participating vendors: _____
4. Include with this permit a copy of the event cup and wrist band
5. Attached is a complete list of affected businesses and residences and their signatures indicating consent or notice about the event attached to the application.
6. Applicant agrees to limit the consumption of intoxicating liquors to the hours approved by the permit.
7. Applicant is responsible for under-age drinking and shall NOT serve intoxicating liquors to under-age persons.
8. Applicant agrees to indemnify and hold harmless the City of Osage Beach, its employees and agents for all liability claims arising out of the event.
9. Applicant agrees to comply with all City codes, applicable laws, regulations and orders of the City Administrator.
10. Applicant agrees to use the best of efforts to restrict consumption in location(s) specified in approved permit.

SIGNED: _____ DATE: _____

Permit Conditions: Additional law enforcement personnel, ambulannce services, sanitation, trash cleanup as attached to this permit

Permit Granted To: _____

Police Chief Approval: _____ Issue Date: _____

City Admin Approval: _____ Issue Date: _____

Permit Fee: \$ 250.00 Paid: _____ Rec'd by: _____

Distribute copy of approved permit to APPLICANT, POLICE CHIEF and original to the OFFICE OF THE CITY CLERK

Submission Date: December 11, 2014

Submitted By: Public Works Director

Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.68 - To authorize the Mayor to execute Construction Contract OB14-019 for the Grand Glaize Airport Structure Demolition to Moon Construction.

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

Citizens of Osage Beach, staff, contractors

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 14.68.

Are there any deadlines associated with this action?

This structure is in the RPZ for Grand Glaize Airport. We would like to remove this safety obstruction as soon as possible.

Budget Line / Source of Funds

47-00-773105 Land Purchase

Comments and Recommendation of Department:

Bids were opened on Thursday December 11, 2014. The Bid Tab is attached. The apparent low bidder is Moon Construction with a low bid amount of \$52,761.30.

We have worked with Moon Construction in the past with good results.

MoDOT will be reimbursing the City at 90 % of this cost. The City's cost for the project is \$5,276.13.

The Public Works Department recommends approval of ordinance 14.68. A first and second reading is requested.

City Administrator Comments and Recommendation:

This is a FY2015 budgeted expenditure. Concur with the Public Works Director's recommendation.

BILL NO. 14-68

ORDINANCE NO. 14.68

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MOON CONSTRUCTION FOR THE GRAND GLAIZE AIRPORT DEMOLITION

WHEREAS, the City of Osage Beach solicited bids for the Grand Glaize Airport Demolition; and

WHEREAS, Moon Construction submitted the lowest and best bid; and

WHEREAS, the City of Osage Beach seeks to execute a contract for the Grand Glaize Airport Demolition; and

WHEREAS, the City has determined that Moon Construction is able to provide such services as described in the specifications for the Grand Glaize Airport Demolition.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Moon Construction in an amount not to exceed fifty two thousand, seven hundred sixty one dollars and 30 cents (\$52,761.30).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 14.68 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

I hereby approve Ordinance No. 14.68.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

GRAND GLAIZE AIRPORT STRUCTURE DEMOLITION

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. none Dated 12-10-14
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

GRAND GLAIZE AIRPORT STRUCTURE DEMOLITION

BASE BID					
GRAND GLAIZE AIRPORT STRUCTURE DEMOLITION					
Item Unit	Estimated Quantity	Unit	Description	Unit Price	Price
1	4275	SY	Subgrade Preparation (Includes Removal of Structure)	\$ 7.50	\$ 32,062.50
02316					
2	357	CY	Topsoil	\$ 23.66	\$ 8446.62
02911					
3	4275	SY	Seed, Fertilize, and Mulch	\$.70	\$ 2992.50
02921					
4	64	LF	Concrete Curb and Gutter and Sidewalk	\$ 136.87	\$ 8759.68
02778					
5	10	SY	4 to 6-Inch Stone Rip Rap	\$ 50.00	\$ 500.00
02372					
TOTAL FOR BASE BID					\$ 52,761.30

TOTAL BID IN WRITING: Fifty-two Thousand Seven Hundred
Sixty-One and 30/100 Dollars

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

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

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

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

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

GRAND GLAIZE AIRPORT STRUCTURE DEMOLITION

Dated at _____ this 10 day of December, 2014.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Signature] owner
Signature and Title

AARON MOON
Typed or Printed Name

Doing Business As

Moon Construction
Name of Firm

Business Address of Bidder:

1553 Hwy B
Tipton Mo 65081
Telephone No. 573-353-9534

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No. _____

IF A CORPORATION:

Name of Corporation
By _____
Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature (CORPORATE SEAL)

Typed or Printed Name

BID TABULATION
Grand Glazze Airport Structure Demolition
OB14-026

Bid Opening: December 11, 2014

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate			Moon Construction Tipton, MO			Earthworks Excavation Higginsville, MO			American Pride Hauling Centertown, MO		
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Subgrade Preparation (Including Building)	4275	SY	\$ 10.00	\$ 42,750.00	\$ 7.50	\$ 32,062.50	\$ 6.60	\$ 28,215.00	\$ 11.18	\$ 47,800.00				
2	Topsoil	357	CY	\$ 30.00	\$ 10,710.00	\$ 23.66	\$ 8,446.62	\$ 25.00	\$ 8,925.00	\$ 15.00	\$ 5,355.00				
3	Seed, Fertilize, and Mulch	4275	SY	\$ 3.00	\$ 12,825.00	\$ 0.70	\$ 2,992.50	\$ 2.00	\$ 8,550.00	\$ 0.42	\$ 1,795.50				
4	Concrete Curb and Gutter & Sidewalk	64	LF	\$ 80.00	\$ 5,120.00	\$ 136.87	\$ 8,759.68	\$ 150.00	\$ 9,600.00	\$ 110.00	\$ 7,040.00				
5	4 to 6-Inch Stone Rip Rap	10	SY	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 100.00	\$ 1,000.00				
Total Base Bid					\$ 71,905.00		\$ 52,761.30		\$ 55,690.00		\$ 62,990.50				

Continued:

Item No.	Description	Est. Quantity	Unit	Dale Brothers Kansas City, KS			Huey Construction Co. Fulton, MO			Travis Hodge Hauling Lake Ozark, MO			Vizier Construction Lake Ozark, MO		
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Subgrade Preparation (Including Building)	4275	SY	\$ 13.51	\$ 57,755.25	\$ 11.00	\$ 47,025.00	\$ 11.25	\$ 48,093.75	\$ 10.95	\$ 46,811.25				
2	Topsoil	357	CY	\$ 5.00	\$ 1,785.00	\$ 25.50	\$ 9,103.50	\$ 24.00	\$ 8,568.00	\$ 30.88	\$ 11,024.16				
3	Seed, Fertilize, and Mulch	4275	SY	\$ 0.35	\$ 1,496.25	\$ 0.70	\$ 2,992.50	\$ 1.00	\$ 4,275.00	\$ 2.09	\$ 8,934.75				
4	Concrete Curb and Gutter & Sidewalk	64	LF	\$ 15.00	\$ 960.00	\$ 83.00	\$ 5,312.00	\$ 100.00	\$ 6,400.00	\$ 87.07	\$ 5,572.48				
5	4 to 6-Inch Stone Rip Rap	10	SY	\$ 100.00	\$ 1,000.00	\$ 70.00	\$ 700.00	\$ 40.00	\$ 400.00	\$ 87.04	\$ 870.40				
Total Base Bid					\$ 62,996.50		\$ 65,133.00		\$ 67,736.75		\$ 73,213.04				

Submission Date: December 11, 2014
Submitted By: Public Works Director
Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14-69 - To allow Mayor to execute Construction Contract OB14-027 for Water Well Plugging – 2014 Mace Road – FY2015 Budgeted Item

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

Citizens of Osage Beach, staff, contractors

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 14.69.

Are there any deadlines associated with this action?

As soon as possible, this project involves capping unused water well.

Budget Line / Source of Funds

30-00-774269 Tower & Well Improvement; \$40,000 marked for Well Plugging.

Comments and Recommendation of Department:

Bids were opened December 11, 2014. The apparent low bidder is Flynn Drilling Co. with a low bid of \$9,000.00. The bid tab is attached. This project is plugging a well located on Mace Road.

Flynn Drilling Co. has performed work for the City in the past with good results.

This project is paid for by a grant from Missouri Department of Natural Resources. We received notice we have up to \$25,000.00 to cover this project. The Port Lane Well will use \$10,900 of the \$25,000. This leaves \$14,100 to cover this project.

The Public Works Department recommends approval of this ordinance for the award of this contract to Flynn Drilling Co. in the amount of \$9,000.00.

City Administrator Comments and Recommendation:

This was originally a FY2014 budgeted item, however, during the FY2015 budget process this item was carried over to be a FY2015 budgeted item. Concur with the Public Works Director's recommendation.

BILL NO. 14-69

ORDINANCE NO. 14.69

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FLYNN DRILLING COMPANY FOR WATER WELL PLUGGING 2014 - MACE ROAD

WHEREAS, the City of Osage Beach solicited bids for the Water Well Plugging – 2014 Mace Road; and

WHEREAS, Flynn Drilling Company submitted the lowest and best bid; and

WHEREAS, the City of Osage Beach seeks to execute a contract for Water Well Plugging 2014- Mace Road; and

WHEREAS, the City has determined that Flynn Drilling Company is able to provide such services as described in the specifications for Water Well Plugging 2014 – Mace Road.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Flynn Drilling Company in an amount not to exceed nine thousand dollars (\$9,000.00).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 14.69 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. 14.69.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated 12-4-2014
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

WATER WELL PLUGGING-2014 PORT LANE CONTRACT BID SCHEDULE					
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1	500	LF	Plugging of Well w/ 6" Casing	\$ 18 ⁰⁰	\$ 9,000 ⁰⁰
				Total	\$ 9,000 ⁰⁰

TOTAL BID IN WRITING: Nine Thousand ⁰⁰
Price Base on 165 Sacks Cement
Casing & Cement Plugg Terminated At Floor Level

WATER WELL PLUGGING-2014 MACE RD

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

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

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

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

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

Dated at _____ this _____ day of _____, 2014.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____



WATER WELL PLUGGING-2014 MACE RD

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No.

.....
IF A CORPORATION:

Flynn Drilling Co.
Name of Corporation

By [Signature] President
Signature & Title

Danny Flynn / President
Typed or Printed Name

ATTEST:

[Signature]
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Kevin Flynn
Typed or Printed Name

Business Address of Bidder:

PO Box 265
Troy MO. 63379
Telephone No. 636 528 6137

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Danny Flynn
Troy MO

Secretary Kevin Flynn
Troy MO.

BID TABULATION
Water Well Plugging 2014 Mace Road
OB14-027

Bid Opening: December 11, 2014

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate		Flynn Drilling Co. Troy, MO		Midwest hydro St. Clair, MO		Layne Christensen Co. Kansas City, KS	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Plugging of Well w/6" Casing	500	LF	\$ 30.00	\$ 15,000.00	\$ 18.00	\$ 9,000.00	\$ 18.87	\$ 9,435.00	\$ 29.50	\$ 14,750.00
Total Base Bid				\$	\$ 15,000.00	\$	\$ 9,000.00	\$	\$ 9,435.00	\$	\$ 14,750.00

Submission Date: December 11, 2014
Submitted By: Public Works Director
Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.70 - To authorize Mayor to enter into an agreement for the award the proposed Construction Contract No. OB14-028 for the Traffic Signal, Street Lighting & Ball Field Lighting, Maintenance & Repair Services Project

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

Citizens of Osage Beach, contractors, material suppliers, and City Staff.

Why is Board Action Required?

Board approval required for contracts over \$5000.

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

Request first and second readings of Bill 14.70.

Are there any deadlines associated with this action?

This is a yearly maintenance contract for various lights we maintain.

Budget Line/Source of Funds

Transportation	20-00-743106 Street Light Repair
Parks	10-10-743100 Maintenance and Repair

Comments and Recommendation of Department:

Bids were opened on Thursday, December 11, 2014. Reinhold Electric Inc. is the apparent low bidder with a yearly maintenance bid amount of \$2,100.00 for traffic signals. A copy of the Bid Tab is attached.

This work excludes the Osage Beach City Park Ball Field Lights. The lights for the ball fields were purchased from Musco, and the City has a 25 year maintenance agreement for these lights. The soccer fields were under a 7 year parts and 2 year labor maintenance agreement which has expired so the soccer field lights will be under this agreement.

The Public Works Department recommends approval. A first and second reading is requested.

City Administrator's Comments and Recommendation:

This is a FY2015 budgeted item. Concur with the Public Works Director's recommendation.

BILL NO. 14.70

ORDINANCE NO. 14.70

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH REINHOLD ELECTRIC, INC. FOR THE TRAFFIC SIGNAL, STREET LIGHTING AND BALL FIELD LIGHTING MAINTENANCE AND REPAIR SERVICES PROJECT

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 finds that the Public Works Department recommends that the Board authorize a contract with Reinhold Electric, Inc. as the lowest and best qualified bidder for that contract.

Section 2. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Reinhold Electric, Inc. for the Traffic Signal, Street Lighting and Ball Field Lighting Maintenance and Repair Services Project under the terms set forth in the contract which is attached hereto as Exhibit "A" and in incorporated herein by reference.

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. 14.70 was duly passed on _____.

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. 14.70.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

**TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING,
MAINTENANCE & REPAIR SERVICES**

BID FORM

To: **Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri**

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 0 Dated _____
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

CONTRACT BID SCHEDULE FOR TRAFFIC SIGNAL YEARLY PREVENTIVE MAINTENANCE				
ITEM UNIT	FREQUENCY	UNIT	DESCRIPTION	PRICE
1	Per Year	Lump Sum	Traffic Signal Scheduled Preventive Maintenance Per year	<u>2,100.00</u>
16020			Total for Traffic Signal Scheduled Preventive Maintenance Per year	<u>2,100.00</u>

**TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING,
MAINTENANCE & REPAIR SERVICES**

CONTRACT BID SCHEDULE FOR HOURLY SERVICES FOR REPAIRS				
2	As Needed	Reg. Hour Rate	Traffic Signal, Traffic Lights, Street Lights and Ball Field Lights, Same Day Service (Regular Rate per Hour)	95.00
16020				
3	As Needed	After Hour Rate	Traffic Signal, Traffic Lights, Street Lights and Ball Field Lights, Same Day Service on (Weekend, Holiday, and After Hours Rate Per Hour)	140.00
16020				
4	As Needed	Emergency Hour Rate	Traffic Signal, Traffic Lights, Street Lights and Ball Field Lights, 2-Hour Response Service (Emergency Rate Per Hour)	105.00
16020				
5	As Needed	Reg. Hour Rate	Ballpark Lights- Bulb Replacement and/or Electrical Repairs Same Day Service (Regular Rate per Hour)	95.00
16020				
6	As Needed	After Hour Rate	Ballpark Lights- Bulb Replacement and/or Electrical Repairs Same Day Service (Weekend, Holiday, and After Hours Rate per Hour)	140.00
16020				
7	As Needed	Emergency Hour Rate	Ballpark Lights- Bulb Replacement and/or Electrical Repairs 2-Hour Response Service (Emergency Rate per Hour)	105.00
16020				

TOTAL BID IN WRITING FOR TRAFFIC SIGNAL SCHEDULED PREVENTIVE MAINTENANCE PER YEAR: _____

Two thousand one hundred dollars and 00/100 _____

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

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

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

TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING,
MAINTENANCE & REPAIR SERVICES

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

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

Dated at 4:27 PM this 5 day of December, 2014.

LICENSE or CERTIFICATE NUMBER, if applicable 431409687

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____

.....

IF A PARTNERSHIP: _____
Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....

TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING,
MAINTENANCE & REPAIR SERVICES

.....

IF A CORPORATION: Reinhold Electric Inc
Name of Corporation

By [Signature] Project Manager
Signature & Title

Kris Schmittgens
Typed or Printed Name

ATTEST:

[Signature]
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Judy Reinhold
Typed or Printed Name

Business Address of Bidder: 2511 Lemay Ferry Rd
Saint Louis MO 63125
Telephone No. 314-631-1158

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Jerry Reinhold

2511 Lemay Ferry Rd, 63125

Secretary Judy Reinhold

2511 Lemay Ferry Rd, 63125

**BID TABULATION
 TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING, MAINTENANCE & REPAIR SERVICES
 OB14-028**

Bid Opening: December 11, 2014							
Item No.	Description	Est. Quanti	Unit	Reinhold Electric Inc. St. Louis, MO		Meyer Electric Co. Jefferson City, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure
1	Traffic Signal Scheduled Previous Maintenance Per Year	1	LS	\$ 2,100.00	\$ 2,100.00	\$ 2,232.00	\$ 2,232.00
		Total Base Bid			\$ 2,100.00		\$ 2,232.00
2	Traffic Signal, Traffic Lights, Street Lights and Ball Field Lights, Same Day Service (Regular Rate per hour)		As Needed	\$95.00		\$145.00	
3	Traffic Signal, Traffic Lights, Street Lights and Ball Field Lights, Same Day Service (Weekend, Holiday, and After Hours Rate per hour)		As Needed	\$140.00		\$232.00	
4	Traffic Signal, Traffic Lights, Street Lights and Ball Field Lights, 2-Hour Response Service (Emergency Rate Per Hour)		As Needed	\$105.00		\$232.00	
5	Ballpark Lights-Bulb Replacement and/or Electrical Repairs Same Day Service (Regular Rate per Hour)		As Needed	\$95.00		\$145.00	
6	Ballpark Lights-Bulb Replacement and/or Electrical Repairs Same Day Service (Weekend, Holiday, and After Hours Rate per Hour)		As Needed	\$140.00		\$232.00	
7	Ballpark Lights-Bulb Replacement and/or Electrical Repairs 2-Hour Response Service (Emergency Rate per Hour)		As Needed	\$105.00		\$232.00	

Submission Date: December 11, 2014

Submitted By: Public Works Director

Board Meeting Date: December 18, 2014

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

Description of Item:

Bill 14.71 – To allow the Mayor to execute the Missouri Highways and Transportation Commission Amendment to State Block Grant Agreement.

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

Citizens of Osage Beach, MoDOT Aviation, and City Staff.

Why is Board Action Required?

Approval of an ordinance is required by the Board.

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

Requesting first and second readings of Bill 14.71.

Are there any deadlines associated with this action?

This grant agreement amendment needs to be executed to get reimbursed for the demolition of the Dragon House.

Budget Line / Source of Funds

None

Comments and Recommendation of Department:

This amendment to the original agreement allows the City to be reimbursed for the demolition of the Dragon House and other land expenses.

This amendment also includes additional time to get the demolition completed. When the original agreement was done, it was anticipated that we would be done with all of the

land requirements. We have to complete the demolition of the Dragon House and update the Airport Layout Plan with the property that the City has acquired.

The Engineering and Airport Departments recommend approval of this ordinance. A first and second reading is requested.

City Administrator's Comments and Recommendation:

At the time the packets were distributed the agreement hadn't been received in hard copy from MoDOT; agreement will be distributed in hard copy prior to the meeting date. Concur with the Public Works Director's recommendation.

BILL NO. 14-71

ORDINANCE NO. 14.71

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 1 TO STATE BLOCK GRANT AGREEMENT, PROJECT NO. 13-045A-1

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement, Project No. 13-045A-1; and

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission Amendment No. 1 to State Block Grant Agreement, Project No. 13-045A-1 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 14.71 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstain: _____ Absent: _____

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

Date
Approved as to form:

Diann Warner, City Clerk

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 14.71.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO Form: AC10-A
 Approved: 05/94 (MLH)
 Revised: 12/12 (MWH)
 Modified:

Sponsor: City of Osage Beach
 Project No. 13-045A-1

CFDA Number: CFDA #20.106
 CFDA Title: Airport Improvement Program
 Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on October 3, 2012, and executed by the Commission on October 16, 2013, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Two Hundred Eighty-Nine Thousand Four Hundred Ninety-Six Dollars (\$289,496) to the Sponsor to assist with Land Acquisition Services and Land Acquisition; and

WHEREAS, the Commission previously approved funds for Land Acquisition Services; Land Acquisition; and Building Demolition; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition Services; Land Acquisition; and Building Demolition.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Land Acquisition Services; Land Acquisition; and Building Demolition.

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

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Two Hundred Seventy-Two Thousand Seven Hundred Thirty-Six Dollars (\$272,736) for Land Acquisition Services; Land Acquisition; and Building Demolition subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Thirty Thousand Three Hundred Four Dollars (\$30,304) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(B) The project will be carried out in accordance with the assurances attached to this Amendment #1 (Exhibit 1).

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before February 15, 2015, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of May 31, 2014, will be extended to June 1, 2015 to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

Title _____

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

APPENDIX
STATE BLOCK GRANT AGREEMENT

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- **MoDOT Guidance Handbook**
 - About the Handbook *(26 kb, 1 page)*
 - Index *(57 kb, 3 pages)*
 - Section 1 - Grant Application and Project Selection *(35 kb, 5 pages)*
 - Section 2 - Project Environmental Requirements *(27 kb, 3 pages)*
 - Section 3 - Airport Planning Projects *(29 kb, 4 pages)*
 - Section 4 - Land Acquisition *(14 kb, 3 pages)*
 - Section 5 - Procurement of Engineering Services *(35 kb, 4 pages)*
 - Section 6 - Project Development *(77 kb, 11 pages)*
 - Federal-Required Documentation Checklist (Advertising) *(38 kb, 1 page)*
 - Federal-Required Documentation Checklist (Construction Projects) *(38 kb, 1 page)*
- **FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures *(51 kb, 5 pages)*
- State Required Documentation Checklist *(44 kb, 1 page)*

Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP *(980 kb, 11 pages)*
- MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- Grant Funding Application *(424 kb, 22 pages)*
- Air Service Development Application
- State Transportation Assistance Revolving (STAR) Loan Application
- Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) *(106 kb, 1 page)*
- Request for Payment (State 90%) *(100 kb, 1 page)*

Consultant Procurement

Federally Funded Projects

- Qualifications Based Selection (QBS) Public Owner's Workbook *(219 kb, 26 pages)*
- Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects, FAA Advisory Circular AC 150/5100-14
- Sample Advertisement Consultant Selection *(32 kb, 2 pages)*
- Aviation Project Consultant Agreement *(256 kb, 43 pages)*
 - Exhibit IV- Derivation of Consultant Project Costs *(53kb, 1 page)*
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown *67 kb, 1 page)*
- Aviation Project Consultant Supplemental Agreement No. 1 *(91 kb, 5 pages)*
 - Exhibit IV- Derivation of Consultant Project Costs (Construction) *(56 kb, 1 page)*
 - Exhibit V - Engineering Construction Services-Cost Breakdown *(65 kb, 1 page)*
- Sample Letter of Recommendation of Approval for Project Consultant Agreement *(22 kb, 1 page)*
- Sponsor Certification for Selection of Consultants (form) *(38 kb, 2 pages)*

State Funded Projects

- Qualifications Based Selection (QBS) Public Owner's Workbook *(219 kb, 26 pages)*
- Missouri Revised Statutes Sections 8.285-8.291 *(23 kb, 2 pages)*

- Sample Advertisement Consultant Selection (32 kb, 2 pages)
- State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

- Obstructions Evaluation Submission (electronic 7460-1)
- Notice of Proposed Landing 7480-1 (form)
- FAA Series 150 Advisory Circulars for Airports
- FAA Airport's GIS Website
- Aeronautical GIS Survey Scope of Work
- Request for new or amended Instrument Approach Procedures
- Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages)
- VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

- Land Acquisition Guidance
- MoDOT Approved Appraiser List
- Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages)
- Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages)
- Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages)
- Exhibit A Property Map Guidance

Environmental

- Environmental Guidance
- Sample Letter for Environmental Clearance (21 kb, 1 page)
- Categorical Exclusion Checklist (355 kb, 8 pages)

Compliance

- Compliance Guidance
- Standard DOT Title VI Assurances (43 kb, 4 pages)
- Sponsor Certification for Drug-Free Workplace (42 kb, 2 pages)
- Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages)
- FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

- Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- **Sponsor Certifications For Federally Funded Projects**
 - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

- **Construction Project Items**

Federal Projects

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

Federal & State Projects

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

- **Project Closeout Items**

Federal Projects

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

Federal & State Projects

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

- **MoDOT Construction Specifications**

Federal Projects

- Federal-Preparation of Project Plans and Specifications (788 kb, 115 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- MO-401F Plant Mix Bituminous Pavements (99 kb, 16 pages)

State Projects

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)

Federal & State Projects

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Plans Checklist (135 kb, 5 pages)
- Safety Plan Checklist (37 kb, 1 page)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
- MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
- MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)

- MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)
- MO-706 Prefabricated Underdrains (54 kb, 5 pages)
- MO-901 Seeding (71 kb, 7 pages)
- MO-905 Topsoiling (25 kb, 2 pages)
- MO-908 Mulching (27 kb, 2 pages)

- **MoDOT Electrical Specifications (Federal & State Projects)**
 - MO-101 Airport Rotating Beacons (39 kb, 5 pages)
 - MO-103 Airport Beacon Towers (36 kb, 4 pages)
 - MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
 - MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
 - MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
 - MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
 - MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
 - MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. This guidance is intended to provide a convenient resource for identifying the requirements associated with the AIP and as established within relevant Federal regulations and statutes. Users are advised that this guidance is not intended to establish nor create requirements for participation in the AIP. Requirements for AIP participation are established within United States Code, Public Law, Federal Regulations and official FAA policy. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

- 100 - Airport Improvement Program (AIP)**
- 110 - Overview
- 120 - Checklists for Typical AIP Funded Projects
- 130 - Sponsor Eligibility
- 140 - Project Eligibility
- 150 - AIP Obligations
- 160 - FAA Standards
- 170 - Non-Primary Entitlement Funds

- 200 - Civil Rights**
- 210 - DBE Overview
- 220 - DBE Program Submittal Information
- 230 - DBE Goals
- 240 - Good Faith Efforts
- 250 - DBE Contract Provisions
- 260 - DBE Reporting Requirements
- 270 - Identifying DBE Fraud

- 300 - Procurement of Professional Services**
- 310 - Procurement Requirements and Standards for A/E Services
- 320 - Roles and Responsibilities
- 330 - Selection Guide
- 340 - Contract Establishment
- 350 - Acquiring a Surveyor for AGIS

- 400 - Procurement**
- 410 - Procurement Standards - §18.36(b)
- 420 - Competition - §18.36(c)
- 430 - Procurement Methods - §18.36(d)
- 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
- 450 - Cost and Price Analysis - §18.36(f)
- 460 - FAA Review of Procurement Documents - §18.36(g)
- 470 - Bond Requirements - §18.36(h)
- 480 - Federal Provisions - §18.36(i)
- 490 - Buy American Preferences - Title 49 USC 501

- 500 - Airport Planning**
- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 515 - Master Plans
- 520 - Airport Layout Plans
- 530 - Environmental Review
- 540 - Airport Site Investigations
- 550 - Runway Protection Zones
- 560 - Airport Property Interests
- 570 - Apron Design
- 580 - Planning Resources

- 600 - Project Formulation**
- 610 - Requesting Aid: ACIP
- 620 - Benefit/Cost Analysis
- 630 - FAA Reimbursable Agreements

- 700 - Grant Implementation**
- 710 - Project Initiation
- 720 - Project Application
- 730 - Sponsor Assurances
- 740 - Drug Free Workplace Requirements
- 750 - Title VI Assurance
- 760 - Executing the Grant Offer

- 800 - Sponsor Certification**

- 900 - Project Design Development Projects**
- 910 - Predesign Conference
- 920 - Engineer's Design Report
- 930 - Plans and Specifications
- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
- 960 - Operational Safety on Airport During Construction

- 1000 - Construction Phase**
- 1010 - Bidding
- 1020 - Contract Award

- | | |
|--|--------------------------------------|
| 1030 - Construction Observation Program | 1430 - Construction Force Account |
| 1040 - Preconstruction Conference | |
| 1050 - Notice-to-Proceed | 1500 - Grant Payments |
| 1060 - Labor Provisions | 1510 - DELPHI eInvoicing System |
| 1070 - Inspections | 1520 - Making the Grant Drawdown |
| 1080 - Contract Modifications | 1530 - Invoice Summary |
| | 1540 - Financial Reports |
| 1100 - Runway Commissioning | 1550 - Payment History |
| 1110 - Airports Geographic Information Systems
(AGIS) | 1560 - Improper Payments |
| 1120 - Revising Airport Aeronautical Information | |
| 1130 - Runway Commissioning Data | 1600 - Grant Closeout |
| 1140 - Commissioning of Non-Federal VGSI | 1610 - Development Project Closeout |
| | 1620 - Equipment Project Closeout |
| 1200 - Equipment Projects | 1630 - Grant Amendment |
| 1210 - Federal Provisions | 1640 - Planning Grant Closeout |
| 1220 - Sample Bid Documents | |
| | 1700 - Post Grant Obligations |
| 1300 - Airport Land Acquisition | 1710 - Record Keeping |
| 1310 - Environmental Site Assessment | 1720 - Audit Requirements |
| 1320 - Satisfactory Evidence of Good Title | 1730 - Financial Reports |
| | 1740 - Compliance |
| 1400 - Sponsor Force Accounts | 1750 - Pavement Maintenance |
| 1410 - Force Account Overview | 1760 - Release of Airport Property |
| 1420 - Force Account Engineering Services | |

For further information, please contact:

FAA ACE-60901 Locust
 Kansas City, Mo 64106-2325
 (816) 329-2600

Updated: July 18, 2014



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Updated March 20, 2014

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety and Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications

150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150-5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-13 A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment

150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150-5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
FAA	910 - Predesign Conference
FAA	920 – Engineer’s Design Report
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications of FAA Standards
FAA	960 – Operational Safety on Airport During Construction
FAA	1040 – Preconstruction Conference

FAA	1060 - Labor Provisions
FAA	1100 – Runway Commissioning
FAA	1310 – Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

Tan-Tar-A Resort Per Person Buffet: \$30.00 Inclusive
Country Club Hotel & Spa Date is not available

Of the local businesses contacted, one local business owner, Brian Barrett, was very responsive and willing to accommodate the on space, timing, entertainment planning, etc. Cost for dinner – not to exceed \$23.00 per person.

Staff recommends holding the Employee Appreciation Dinner on Friday, January 16, 2015 at Dog Days.

City Administrator Comments and Recommendation:

For the last several years the City has held the employee dinner at the same location with the same entertainment/activity choice, and although the location and activities have been satisfactory, this year the goal was to research different options for a change. Due to the size of our group for dinner and entertainment/activity and the fact we prefer to stay within the City limits, options are limited. Recently, staff inquired about a few new ideas and details have been arranged with Mr. Barrett. Although Dog Days will be closed for the season, dinner and entertainment will be accommodated at Dog Days; we will have the place to ourselves! Specific details as to entertainment/activity and menu will be forthcoming.

This is a FY2015 Budgeted item. Concur with the recommendation to hold the dinner at above stated date, time, and place.

Submission Date: December 10, 2014

Submitted By: City Treasurer

Board Meeting Date: December 18, 2014

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

Description of Item:

Request by the Treasurer Department to reduce accounts receivable for enterprise funds for the amounts that have a low probability of being collected.

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

Internal Accounting transaction.

Why is Board Action Required?

Past practice that write-offs have been approved by the Board.

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

Motion to reduce Ambulance Fund receivables by **\$62,178.19** and the Water & Sewer Fund receivables by **\$1,400.84**, Grand Glaize Airport by **\$0**, Lee C. Fine Airport by **\$0**.

Are there any deadlines associated with this action?

Yes, by the end of the year so that the City's Accounts Receivables will reflect our best assessment of collectable debts.

Budget Line / Source of Funds

None.

Comments and Recommendation of Department Head:

Although some accounts will be written off the City's books, we will continue to pursue collections through liens and collection services with the exception of bankruptcies. During the year, All-Cal Collection Services Inc. has collected \$8,260.66 from Ambulance accounts.

History of Ambulance Write-offs, last five years:

2013	\$ 75,816
2012	\$ 58,234
2011	\$ 58,521
2010	\$ 82,562
2009	\$ 52,367

Recommend approval of the requested write-offs.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Treasurer.

UTILITY BILLING
2014 WRITE-OFFS

LOCATION	ACCOUNT	WATER	SEWER	WRITE-OFF	EXPLANATION
Residential-Inside City	01-0920-00	\$ 64.85	\$ 56.05	\$ 120.90	Disconnected, Property Sold
Residential-Inside City	01-3180-01	\$ 65.63	\$ 57.65	\$ 123.28	Disconnected, Lien
Residential-Inside City	02-0800-01	\$ 12.24	\$ 10.57	\$ 22.81	Property Sold
Residential-Inside City	03-0660-00	\$ 33.28	\$ 28.48	\$ 61.76	Property Sold
Residential-Inside City	03-3570-03	\$ 12.81	\$ 11.07	\$ 23.88	Property Sold
Residential-Inside City	03-3760-01	\$ 64.02	\$ 55.35	\$ 119.37	Disconnected, Lien
Residential-Inside City	04-0780-00	\$ 15.20	\$ 13.14	\$ 28.34	Property Sold
Residential-Inside City	04-0840-00	\$ 27.90	\$ 24.76	\$ 52.66	Property Sold
Residential-Inside City	04-1760-00	\$ 64.59	\$ 55.86	\$ 120.45	Disconnected, Lien
Residential-Inside City	04-3120-00	\$ 22.22	\$ 22.86	\$ 45.08	Foreclosure, Disconnected
Residential-Inside City	04-3280-01	\$ 46.66	\$ 43.78	\$ 90.44	Property Sold
Residential-Inside City	04-5230-03	\$ 8.07	\$ 7.16	\$ 15.23	Uncollectable, Occupancy Change
Residential-Inside City	04-5320-00	\$ 100.38	\$ 129.23	\$ 229.61	Disconnected, Lien
Commercial-Inside City	02-3210-02	\$ 50.66	\$ 31.79	\$ 82.45	Uncollectable, Occupancy Change
Commercial-Inside City	05-2830-00	\$ 66.52	\$ 198.06	\$ 264.58	Disconnected, Lien
		\$ 655.03	\$ 745.81	\$ 1,400.84	

- The 2014 write-offs are only **0.04%** of the total 2014 water and sewer revenue.
- In 2014, **\$189.39** was recovered from bad debt collections.

Year End Write-Off Comparison

Year	Write-Off Amount	Write-Offs Compared to Yearly Water & Sewer Revenue	Collected From Previous Years	Amount Collected Compared to Write-Offs
2014	\$ 1,400.84	0.038%	\$ 189.39	13.52%
2013	\$ 995.05	0.028%	\$ 525.36	52.80%
2012	\$ 5,566.08	0.154%	\$ 1,044.83	18.77%
2011	\$ 3,517.24	0.104%	\$ 752.93	21.41%
2010	\$ 4,826.39	0.152%	\$ 128.57	2.66%
2009	\$ 2,423.95	0.083%	\$ 792.92	32.71%
2008	\$ 4,169.17	0.143%	\$ 1,234.66	29.61%
2007	\$ 4,046.54	0.132%	N/A	N/A
Total	\$ 26,945.26	N/A	\$ 4,668.66	N/A
Average	\$ 3,368.16	0.104%	\$ 666.95	24.50%

AMBULANCE COLLECTIONS AND WRITE-OFF/BAD DEBT 2014

INCIDENT	AMOUNT	
140230	131.00	COLLECTIONS
140228	677.50	COLLECTIONS
140287	647.50	COLLECTIONS
140134	692.50	COLLECTIONS
140304	670.00	COLLECTIONS
130661	632.50	COLLECTIONS
140216	560.00	COLLECTIONS
140080	760.00	COLLECTIONS
130694	662.50	COLLECTIONS
140328	915.00	COLLECTIONS
140207	632.50	COLLECTIONS
140120	662.50	COLLECTIONS
130168	545.00	COLLECTIONS
130701	715.00	COLLECTIONS
110781	685.00	COLLECTIONS
140235	184.50	COLLECTIONS
140102	545.00	COLLECTIONS
130665	632.50	COLLECTIONS
140388	632.50	COLLECTIONS
130570	545.00	COLLECTIONS
130797	320.75	COLLECTIONS
140286	617.46	COLLECTIONS
120682	545.00	COLLECTIONS
140419	662.50	COLLECTIONS
130473	662.50	COLLECTIONS
140268	500.00	COLLECTIONS
130420	162.50	COLLECTIONS
140165	677.50	COLLECTIONS
140204	677.50	COLLECTIONS
140182	647.50	COLLECTIONS
130661	632.50	COLLECTIONS
120500	545.00	COLLECTIONS
140327	655.00	COLLECTIONS
130296	515.00	COLLECTIONS
130187	140.00	COLLECTIONS
140082	250.00	COLLECTIONS
130611	677.50	COLLECTIONS
140086	662.50	COLLECTIONS
130134	677.50	COLLECTIONS
140402	625.00	COLLECTIONS
140108	640.00	COLLECTIONS
12202	560.00	COLLECTIONS
130511	655.00	COLLECTIONS
140088	500.00	COLLECTIONS

130570	670.00	COLLECTIONS
130380	422.46	COLLECTIONS
100504	662.50	COLLECTIONS
130262	200.00	COLLECTIONS
130592	507.50	COLLECTIONS
130549	477.50	COLLECTIONS
140085	685.00	COLLECTIONS
140330	515.00	COLLECTIONS
1328	334.00	COLLECTIONS
140111	507.50	COLLECTIONS
140249	900.00	COLLECTIONS
130395	655.00	COLLECTIONS
140116	640.00	COLLECTIONS
140098	640.00	COLLECTIONS
1367	515.00	COLLECTIONS
1365	507.50	COLLECTIONS
130690	752.50	COLLECTIONS
1361	677.50	COLLECTIONS
120310	640.00	COLLECTIONS
130730	640.00	COLLECTIONS
140201	625.00	COLLECTIONS
130642	522.50	COLLECTIONS
140293	677.50	COLLECTIONS
140331	647.50	COLLECTIONS
130240	507.50	COLLECTIONS
140145	86.09	COLLECTIONS
140195	85.49	COLLECTIONS
140198	85.64	COLLECTIONS
140240	84.74	COLLECTIONS
140253	85.49	COLLECTIONS
140290	84.74	COLLECTIONS
130765	685.00	COLLECTIONS
130723	655.00	COLLECTIONS
130796	160.00	COLLECTIONS
100481	685.00	COLLECTIONS
130692	662.50	COLLECTIONS
130603	632.50	COLLECTIONS
130530	670.00	COLLECTIONS
130556	662.50	COLLECTIONS
120438	662.50	COLLECTIONS
130433	625.00	COLLECTIONS
130803	677.50	COLLECTIONS
130428	640.00	COLLECTIONS
140234	655.00	COLLECTIONS
140305	632.50	COLLECTIONS
140133	677.50	COLLECTIONS
140117	655.00	COLLECTIONS
130132	507.50	COLLECTIONS
130656	530.00	COLLECTIONS

130780	647.50	COLLECTIONS
130791	79.68	COLLECTIONS
140119	80.84	COLLECTIONS
130418	640.00	COLLECTIONS
140306	530.00	COLLECTIONS
130689	632.50	COLLECTIONS
120423	632.50	COLLECTIONS
130604	632.50	COLLECTIONS
120333	632.50	COLLECTIONS
130523	632.50	COLLECTIONS
1305902	560.00	COLLECTIONS
130590	685.00	COLLECTIONS
140406	552.50	COLLECTIONS
130554	126.50	COLLECTIONS
120586	560.00	COLLECTIONS
140393	632.50	COLLECTIONS
130468	107.50	WRITE-OFF/BAD DEPT
140403	86.24	WRITE-OFF/BAD DEPT
140070	86.69	WRITE-OFF/BAD DEPT
140368	77.39	WRITE-OFF/BAD DEPT
130682	75.79	WRITE-OFF/BAD DEPT
130246	507.50	WRITE-OFF/BAD DEPT
130568	87.13	WRITE-OFF/BAD DEPT
130743	86.81	WRITE-OFF/BAD DEPT
140006	84.89	WRITE-OFF/BAD DEPT
140057	86.69	WRITE-OFF/BAD DEPT
140237	65.01	WRITE-OFF/BAD DEPT
130676	74.51	WRITE-OFF/BAD DEPT
130414	160.00	WRITE-OFF/BAD DEPT
130392	53.75	WRITE-OFF/BAD DEPT
130720	81.79	WRITE-OFF/BAD DEPT
130356	66.25	WRITE-OFF/BAD DEPT
130128	36.14	WRITE-OFF/BAD DEPT
140046	192.00	WRITE-OFF/BAD DEPT
140173	99.36	WRITE-OFF/BAD DEPT
140091	104.98	WRITE-OFF/BAD DEPT
140389	83.84	WRITE-OFF/BAD DEPT
130097	85.84	WRITE-OFF/BAD DEPT
130809	78.71	WRITE-OFF/BAD DEPT

62,178.19

Submission Date: December 10, 2014

Submitted By: City Administrator

Board Meeting Date: December 18, 2014

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

Description of Item:

To approve payment to CJ Electric, LLC, in the amount of \$8,665, for holiday light park electric materials and installation.

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

Citizens of Osage Beach, Vendor, and City Staff.

Why is Board Action Required?

Board approval required for purchases over \$5000.

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

Motion to approve payment of \$8,665 to CJ Electric, LLC.

Are there any deadlines associated with this action?

Staff would like to pay the bill in a timely manner.

Budget Line/Source of Funds

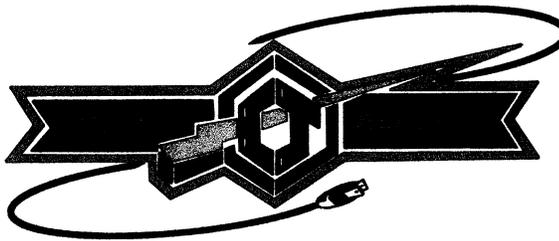
10-21-754220 Holiday Display

City Administrator Comments and Recommendation:

This is a request to pay CJ Electric, LLC for materials and labor performed to install the electric components to accommodate the holiday lights at the Osage Beach City Park.

This was a budgeted expenditure for FY2014 and was accounted for in preparation of the FY2015 budget. CJ Electric, LLC is the main vendor for electric wiring and installation for the City, including the park, due to their past work and familiarity of our infrastructure. The electric was installed to code specifications and will be a semi-permanent asset for use at the light park in future years.

C.J. Electric, LLC
 25 Norman Road
 Eldon, MO 65026
 Phone # 573-392-8507
 Fax # 573-392-9585



Date	Invoice #
12/5/2014	3687

Bill To

City of Osage Beach
 Attn: Ron White
 1000 City Parkway
 Osage Beach, MO 65065

P.O. No./ Job Name	Terms
	Net 30

Description	Amount
Labor and materials for installation of power for new Christmas light display at the city park	
Labor and materials to install permanent power to panel on field #1 Materials - \$ 1875.00 Labor - \$ 900.00	2,775.00
Labor and materials to install wire, boxes, fittings, receptacles and covers Materials - \$3100.00 Labor - \$2790.00	5,890.00
<p><i>- discussed @ BOA Mtg 6/19</i> <i>- discussed @ BOA Mtg 7/17</i> <i>Budget Meeting 7/14</i> <i>Holiday Light Park</i> <i>Wood</i> <i>10-21-254200</i></p>	
Past due invoices subject to service charge (annual rate of 18%)	Total \$8,665.00
	Payments/Credits \$0.00
	Balance Due \$8,665.00

Submission Date: December 8, 2014
Submitted By: Todd Davis, Police Chief
Board Meeting Date: December 18, 2014

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

Description of Item:

Purchase of Two (2) 2015 Ford Police Interceptor Utility AWD – FY2015 Budget

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

City of Osage Beach Police Department

Why is Board Action Required?

Capital Purchase over \$5000.00

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

Motion to approve the purchase of two (2) vehicles

Are there any deadlines associated with this action?

Would like to purchase the vehicles as soon as possible as there is a 90 – 120 delivery window.

Budget Line / Source of Funds

10-14-774265 Vehicle(s)

Comments and Recommendation of Department:

This is a request to purchase two fleet replacement vehicles, 2015 Ford Police Interceptor Utility AWD, off of the State of Missouri contract from Lou Fusz Ford at a price of \$26,369 each, total for both - \$52,738. This purchase will replace two Dodge Chargers. The FY2015 budgeted amount for this purchase is \$67,362, for two vehicles and set up,

thus leaving \$14,624 for the vehicle set up, which will be completed after delivery. For this purchase alone, 10-10-774265 is \$2,136 under budget.

City Administrator Comments and Recommendation:

This is a budgeted item in the FY2015 budget. Concur with the Police Chief's recommendation.

PATROL VEHICLES – MODEL YEAR 2015
(Statewide)

Contract Number: C115047003

Contractor: Lou Fusz Ford

Line Item 030

Commodity Service Code: 07048

MAKE/MODEL: 2015 Ford Police Interceptor Utility AWD

PRICE: \$25,410.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.7 liter normally aspirated gasoline engine with heavy-duty cooling system and engine oil cooler
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare)
- Five (5) 18" x 8" heavy-duty steel wheels (includes spare)
- 18" Full Wheel Covers
- 220 ampere heavy-duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM Stereo
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Lift gate key lock cylinder and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Privacy glass for second and third row
- Heavy-duty cloth bench rear seat
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting first and second row
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- First row red/white auxiliary dome lamp

- Red/White overhead dome lamp in cargo area.
- Headlamp housing prep package. Does not include LED installed lights.
- Standard production solid color exterior and standard interior trim
- Left hand and right hand power adjusting outside rearview mirrors
- Remote keyless entry with a minimum of two (2) fobs

**AVAILABLE OPTIONS
(for line item 030)**

- Line Item 031** – 3.5 liter V6 Turbo-charged **\$2,198.00**
(EcoBoost) gasoline engine
- Line Item 032** – Black vinyl floor covering **\$98.00**
(Deletes carpet and carpeted floor mats) (credit)
- Line Item 033** – Auxiliary air conditioning **\$610.00**
- Line Item 034** – Ford SYNC **\$295.00**
- Line Item 035** – 6" LED Whelen spotlight **\$233.00**
- Line Item 036** – Reverse sensing system **\$275.00**
- Line Item 037** – Standard chrome center caps **\$36.00**
(credit)
- Line Item 040** – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 90-120 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

25410
 <367
 995

\$ 26,369

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 030)**

Line Item 038 – Preparation Cost + \$995.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 039 – Delivery Cost \$1.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

Submission Date: December 8, 2014
Submitted By: Todd Davis, Police Chief
Board Meeting Date: December 18, 2014

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

Description of Item:

Purchase of Two (2) 2015 Ford Police Interceptor Sedans – FY2015 Budget

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

City of Osage Beach Police Department

Why is Board Action Required?

Capital Purchase over \$5000.00

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

Motion to approve the purchase of two (2) vehicles

Are there any deadlines associated with this action?

Would like to purchase the vehicles as soon as possible as there is a 70 – 100 delivery window.

Budget Line / Source of Funds

10-14-774265 Vehicle(s)

Comments and Recommendation of Department:

This is a request to purchase two fleet replacement vehicles, 2015 Ford Police Interceptor Sedans, off of the State of Missouri contract from Joe Machens Ford at a price of \$24,550 each, total for both - \$49,100. This purchase will replace two Ford Explorers. The FY2015 budgeted amount for this purchase is \$58,630, for two vehicles and set up, thus

leaving \$9,530 for the vehicle set up, which will be completed after delivery. For this purchase alone, 10-10-774265 is \$1,102 under budget.

City Administrator Comments and Recommendation:

This is a budgeted item in the FY2015 budget. Concur with the Police Chief's recommendation.

PATROL VEHICLES – MODEL YEAR 2015
(Statewide)

Contract Number: C115047002

Contractor: Joe Machens Ford

Line Item 023

Commodity Service Code: 07006

MAKE/MODEL: 2015 Ford Police Interceptor Sedan

PRICE: \$25,330.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy-duty cooling system and engine oil cooler
- 148 mph top speed calibration
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare)
- Five (5) 18" x 8" heavy-duty steel wheels (includes spare)
- 18" Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM Stereo
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Driver and front passenger air bags, driver and passenger side curtain air bags, and driver and front passenger seat mounted thorax air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED, siren, and speaker
- Courtesy lamps disabled when any door is opened
- Front row overhead red/white auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim
- L.H and R.H power heated power adjusting outside rearview mirrors
- Remote Keyless entry with a minimum of two (2) FOBs
- Head lamp housing prep package. Does not include LED installed lights
- Power windows and door locks, rear power windows operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position

AVAILABLE OPTIONS
(for line item 023)

Line Item 024 – 3.7 liter V6 gasoline engine with all wheel drive (normally aspirated)	< <u>\$1,450.00</u> > (credit)
Line Item 025 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	<u>\$2,450.00</u> (credit)
Line Item 026 – Ford SYNC	<u>\$550.00</u>
Line Item 027 – 6" LED Whelen spotlight (in lieu of halogen spotlight)	<u>\$150.00</u>
Line Item 028 – Standard chrome center caps	<u>\$50.00</u> (credit)

25330
 <1450>
 670

 \$ 24,550

DELIVERY: 70-100 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

Submission Date: December 11, 2014
Submitted By: Public Works Director
Board Meeting Date: December 18, 2014

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

Description of Item:

Purchase of (35) S20/2W 2.0 hp grinder pumps
(5) S26/2W 3.4 hp grinder pumps
(20) PE45/2 6.7 hp grinder pumps

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

Citizens of Osage Beach, City Staff, Material Suppliers

Why is Board Action Required?

Board approval required for purchases over \$5000

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

A motion to award bid

Are there any deadlines associated with this action?

As soon as possible to replenish inventory.

Budget Line / Source of Funds

35-00-743300 Repair of System

Comments and Recommendation of Department:

Bids were opened on December 11, 2014 for the 2015 grinder pump purchase. This was bid earlier than normal to insure that we receive the pumps earlier. There was one bidder. Municipal Equipment Company was the low bidder in the amount of \$127,211.55.

The total cost is higher than previous years due to the fact that we bid more 6.7 hp pumps. We have increased the amount of 6.7hp pumps from historical averages to accommodate replacement of older inventory that has been rebuilt multiple times. We anticipate that this trend will continue in the near future. This is the same price we paid for the 2014 grinder purchase that was made in February 2014.

The Public Works Department recommends awarding the bid to Municipal Equipment Company in the amount of \$127,211.55. These pumps will be delivered and invoiced in 2015.

City Administrator Comments and Recommendation:

This is a FY2015 budgeted item. Concur with the Public Works Director's recommendation.

Submission Date: December 11, 2014
Submitted By: Public Works Director
Board Meeting Date: December 18, 2014

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

Description of Item:

Purchase of pumps, panel and basin for Grinder Station 10D and pumps and panels for LS 29-1 and LS 57-2

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

Citizens of Osage Beach, City Staff, Material Suppliers

Why is Board Action Required?

Board approval required for purchases over \$5000

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

A motion to award bid

Are there any deadlines associated with this action?

As soon as possible to make repairs.

Budget Line / Source of Funds

35-00-773114 Lift Station Improvements

Comments and Recommendation of Department:

Bids were opened on December 11, 2014 to purchase the pumps, panel and basin for Grinder Station 10D and pumps and panels for LS 29-1 and LS 57-2. There was one bidder. Municipal Equipment Company was the low bidder in the amount of \$88,564.

This purchase is to replace aging equipment and to relocate a grinder station. The Sewer Department will be performing the work in house, which they traditionally have not done.

A budget amendment will need to be done at a later date as it was anticipated that grinder station 10D would be purchase in 2014. Also, LS 29-1 was not originally included in the 2015 budget. However, a substantial cost savings by performing the work in house on these projects will cover the cost of LS 29-1. For example 57-2 was estimated to cost \$120,000 but by performing the work in house it is anticipated that we will save approximately \$45,000. These pumps will be delivered and invoiced in 2015.

The Public Works Department recommends awarding the bid to Municipal Equipment Company in the amount of \$88,564.

City Administrator Comments and Recommendation:

As noted above, since station improvements for both 10D and 57-2 were both FY2014 budgeted items (\$149,590 total budgeted) and since purchase and improvement work will not occur until 2015, the funds for the improvements will be carried over, so to speak, and a budget adjustment will be requested for the FY2015 budget immediately following the completion of the purchase, as approved in this request.

Concur with the Public Works Director's recommendation.

Submission Date: 12/08/14
Submitted By: Public Works Director
Board Meeting Date: 12/18/14

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

Description of Item:

F-350 Service Truck Purchase – FY2015 Budget

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

Citizens, visitors, staff

Why is Board Action Required?

Capital Purchase over \$5,000

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

Motion to purchase from MODOT state bid from Joe Machens Capital City Ford

Are there any deadlines associated with this action?

As soon as possible.

Budget Line / Source of Funds

30-00-774265 Vehicles

Comments and Recommendation of Department:

This is a request to purchase a replacement for water truck 52 which is a 2006 Chevy with VIN 2953. Staff recommends the purchase be made from the MODOT state bid from Joe Machens Capital City Ford for a price of \$33,337. The total budgeted amount for 30-00-774265 is \$70,000; \$55,000 is budgeted for this particular truck, the crane, and tail gate lift, thus leaving \$21,663 for the purchase of the crane and tail gate lift, which will be bid separately in the near future.

City Administrator Comments and Recommendation:

This is a budgeted item in the FY2015 budget. Concur with the recommendation of the Public Works Director.



ITEM # 10 - New standard equipped 2014 or Newer Model 1 Ton 4WD Regular Chassis-Cab w/ DRW & 60" CA
 Options A-CC apply. See Options Tab for details.

Best Bidder Ford	Resolving Ford Truck	Original Only Dodge Glycine Jeep Ram	Best Bidder Ford	Best Bidder Chevrolet	Best Bidder Ford	Best Bidder Chevrolet	Best Bidder Ford	Best Bidder Chevrolet	Best Bidder Ford	Best Bidder Chevrolet	Best Bidder Ford	Best Bidder Chevrolet
Ford F-350	Ford F-350	Dodge Ram 3500	Ford F-350	Chevrolet Silverado	Ford F-350	Ford F-350	Ford F-350	Dodge Ram 3500	Ford F-350	2015 GMC Sierra HD3500	Ford F-350	Chevrolet Silverado 3500
14,000	14,000	13,600	14,000	13,200	14,000	14,000	14,000	13,000	14,000	13,200	13,200	13,200
N/A	N/A	N/A	N/A	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40 / N/A	40 / N/A	52 / N/A	40 / 28	23.5 / 40	40 / 28	40 / N/A	40 / 28	52 / 22	40 / 40	53.5 / N/A	40 / 28	23.5 / 40
13	13	12	15	8	15	8	13	12	N/A	12	10	10
\$31,251	\$32,032	\$37,016	\$31,327	\$32,916	\$31,446.30	\$31,100	\$31,191	\$37,170 (Add \$170 for 3rd key)	\$31,387	\$32,366	\$33,043	\$33,043
\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT)	\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB)	\$2,025 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB) Add \$300 for 3" in lieu of 1/8"	\$1,825 (Knapheide / PVAKT/PGNB) Add \$300 for 3" in lieu of 1/8"	\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB)	\$1,825 (Knapheide / PVAKT/PGNB)
\$4,800 (Alumline/Aluminum-Custom)	\$4,800 (Alumline-Custom)	\$4,800 (ALUMLINE-HILLSBORO)	\$4,800 (Alumline/Aluminum-Custom)	\$5,000 (Knapheide/Alumline/ Hillsboro-Custom)	\$4,800 (Alumline/Aluminum-Custom) Alum. Bodies incl. bulbhead	\$4,800 (Alumline/Aluminum-Custom) Alum. Bodies incl. bulbhead	\$4,800 (Alumline/Aluminum-Custom)	\$4,800 (Alumline/Aluminum-Custom)	\$4,800 (Alumline/Aluminum-Custom)	\$4,800 (Alumline/Aluminum-Custom)	\$4,800 (Alumline/Aluminum-Custom)	\$4,800 (Alumline/Aluminum-Custom)
\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,450 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)	\$4,350 (Knapheide-PVAKT)
\$8,200 (Alumline-Custom)	\$8,200 (Alumline-Custom)	\$8,200 (ALUMLINE-CUSTOM)	\$8,200 (Alumline-Custom)	\$8,300 (Knapheide/Alumline-Custom)	\$8,200 (Alum / Alumline-Custom) Alum. Bodies incl. bulbhead	\$8,200 (Alumline/Custom-E1327)	\$8,200 (Alumline-Custom)	\$8,200 (Alumline/Custom)	\$8,200 (Alumline/Custom)	\$8,200 (Alumline/Custom)	\$8,200 (Alumline/Custom)	\$8,200 (Alumline/Custom)
\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)	\$8,480 (Knapheide-KDBF912A)
\$8,985 (Knapheide/TBE / Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (Knapheide/TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (Knapheide/TBE/Eliminator LP)
\$920	\$920	\$920	\$920	\$920	\$920 (Other options available)	\$920 (Deduct \$250 for Stake Pocket Bolt In)	\$920	\$920	\$920	\$920	\$920	\$920
\$9,995	\$9,995	\$9,995	\$9,995 (opt. \$700 for proportional control for hold & plow)	\$10,195	\$9,995 (for proportional control for hold & plow add \$700)	\$9,995 (Proportional control for hold & plow add \$700)	\$9,995	\$9,995 (opt. \$700 for proportional control for hold & plow)	\$9,995	\$9,995 (opt. \$700 for proportional control for hold & plow)	\$9,995 (Add \$700 for plow)	\$9,995
\$9,084	\$9,084	\$9,084	\$9,084	\$9,184	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084
\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675
\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)	\$5,550 (Knapheide #108D54)
\$1,770	\$1,770	\$1,770	\$1,770	\$1,870	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770
\$985	\$985	\$985	\$985	\$985	\$985	\$985	\$985	\$985	\$985	\$985	\$985	\$985
\$980	\$980	\$980	\$980 (per axle)	\$80	\$980	\$980	\$980	\$980	\$980	\$980	\$980	\$980
\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625
\$3,650	\$3,650	\$3,650	\$3,650	\$3,750	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650
\$1,990	\$1,990	\$1,990	\$1,990	\$2,090	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990
\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545
\$766	\$766	\$766	\$766	\$766	\$766 (Crane mount must be ordered w/ body)	\$766	\$766	\$766	\$766	\$766	\$766	\$766
\$750	\$750	\$750	\$750	\$750	\$750	\$900 (Body shop)	\$750	\$750	\$750	\$750	\$750	\$750
N/A	N/A	(\$1,000)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495
\$1233 (Behold Blue Yellow-bar and cab)	\$1200 (minimum of 5)	N/A	\$997-Chassis \$900-Body	\$256-Truck \$900-Body	\$377 (add \$200 for bed)	N/A	N/A	\$400	\$1,280	\$900	\$270 (Cab) \$900 (Body)	\$270 (Cab) \$900 (Body)
(96,464) (8.2 L / 385 HP)	(96,626) (8.2 L / 382 HP)	(12,856) (5.7L / 383 HP)	(94,880) (8.2 L V8 / 316 HP)	(7,130) (6.0 L / 380 HP)	(7,085) (6.2 L / 385 HP)	(96,664) (8.2 L / 385 HP)	(96,665) (8.2 L V8 / 316 HP)	(96,300) (5.7 L / 383 HP)	(96,873) (8.2 L V8 / 316 HP)	(7,387) (6.0 L / 380 HP)	(96,425) (6.0 L / 322 HP)	(96,425) (6.0 L / 322 HP)
N/A	QUOTE ONLY	N/A	\$266 (Engine Prep)	N/A	Special Pricing Quote Only	\$266 (Prep package only)	Avail. w/ 84" CA & DRW only	NO BID	N/A	N/A	N/A	N/A
\$77	\$99	\$200	\$73	\$460	\$73	\$73	\$73	\$200	\$85	\$265	\$250 (gas) \$440 (diesel)	\$250 (gas) \$440 (diesel)
\$262	\$228	\$295	\$230	INC.	\$230	\$230	\$230	\$350	\$290	\$260	\$TD (w/ Diesel)	\$TD (w/ Diesel)
\$286	\$273	\$336	\$273	N/A	\$273	\$273	\$273	\$350	\$320	\$606	\$300 (Cab Steps) \$406 (Running Board)	\$300 (Cab Steps) \$406 (Running Board)
N/A	N/A	\$125 (3.42 AXLE RATIO)	N/A	N/A	N/A	N/A	N/A	INC (4.10 AXLE RATIO)	N/A	\$0	\$80	\$80
\$324 (4.10)	\$293 (4.30)	\$TD	\$299 (4.10-Diesel) (4.30-Gas)	\$350 (3.7)	\$308 (4.10 axle ratio)	\$308 (4.10 LB)	\$308 (4.10-Diesel) (4.30-Gas)	\$TD (3.73 AXLE RATIO)	\$390 (4.10 Axle Ratio)	\$TD	\$360	\$360
\$207	\$196	\$230	\$196	\$225	\$196	\$196	\$196 (Factory) \$176 (AR. Market)	\$230	\$230	\$230	\$206	\$206
\$864	\$520	\$940	\$540	\$390	\$252	\$610	\$540	\$960	\$640	\$230	\$820	\$820
STD ARO (DAYS)	90-120	120	90-120	90-120	80	90-120	12-16 weeks	90-110	90-120	90-120	75-100	90-120

\$ 33337

Submission Date: 12/08/14
Submitted By: Public Works Director
Board Meeting Date: 12/18/14

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

Description of Item:

F-350 Service Truck Purchase – FY2015 Budget

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

Citizens, visitors, staff

Why is Board Action Required?

Capital Purchase over \$5,000

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

Motion to purchase from MODOT state bid from Joe Machens Capital City Ford

Are there any deadlines associated with this action?

As soon as possible.

Budget Line / Source of Funds

35-00-774265 Vehicles

Comments and Recommendation of Department:

This is a request to purchase a replacement for sewer truck 72 which is a 2006 Chevy with VIN 0801. Staff recommends the purchase be made from the MODOT state bid from Joe Machens Capital City Ford for a price of \$33,337. The budgeted amount is \$50,000, for this truck and crane, thus leaving \$16,663 for the purchase of the crane, which will be bid out separately in the near future.

City Administrator Comments and Recommendation:

This is a budgeted item in the FY2015 budget. Concur with recommendation of the Public Works Director.



ITEM 10 - New standard equipped 2014 or Newer Model 1 Ton 4WD Regular Chassis-Cab w/ DRW & 60" CA
Options A-CC apply. See Options Tab for details.

Manufacturer	Model	Chassis / Body Name	Price	Options	Price	Options	Price	Options	Price	Options	Price	Options	Price	Options	
Ford F-350	Ford F-350	Dodge Ram 3500	Ford F-350	Chevrolet Silverado	Ford F-350	Ford F-350	Ford F-350	Dodge Ram 3500	Ford F-350	2016 GMC Sierra HD3500	Chevrolet Silverado 3500				
14,000	14,000	13,600	14,000	13,200	14,000	14,000	14,000	13,000	14,000	13,200	13,200				
N/A	N/A	N/A	N/A	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
40 / N/A	40 / N/A	52 / N/A	40 / 28	23.5 / 40	40 / 28	40 / N/A	40 / 28	52 / 22	40 / 40	63.5 / N/A	23.5 / 40				
13	13	12	15	8	15	8	13	12	N/A	12	10				
\$31,261	\$32,052	\$37,018	\$31,327	\$32,818	\$31,448.30	\$31,100	\$31,191	\$37,170 (Add \$170 for 3rd key)	\$31,387	\$32,385	\$33,043				
\$1,825 (Knaphalde / P/MXCT/PQNB)	\$1,825 (Knaphalde / P/MXCT)	\$1,825 (KNAP-P/MXCT/PQNB)	\$1,825 (Knaphalde / P/MXCT/PQNB)	\$2,025 (Knaphalde / P/MXCT/PQNB)	\$1,825 (Knaphalde / P/MXCT/PQNB) Add \$300 for 3" in lieu of 1/8"	\$1,825 (Knaphalde / E132DRW) 3/16" Floor in lieu of 1/8" Add \$300	\$1,825 (Knaphalde / P/MXCT/PQNB) 3/16" Floor in lieu of 1/8" Add \$300	\$1,825 (Knep-P/MXCT/PQNB)	\$1,825 (Knep-P/MXCT/PQNB)	\$1,825 (Knep-P/MXCT/PQNB)	\$1,825 (Knaphalde / P/MXCT/PQNB) 3/16" in lieu of 1/8" Add \$300	\$1,825 (Knaphalde / P/MXCT/PQNB)	\$1,825 (Knaphalde / P/MXCT/PQNB) 3/16" in lieu of 1/8" Add \$300	\$1,825 (Knaphalde / P/MXCT/PQNB)	\$1,825 (Knaphalde / P/MXCT/PQNB)
\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina-Custom)	\$4,900 (ALUMLINE-HILLBORO)	\$4,900 (Alumina/Hillboro-Custom)	\$5,000 (Knaphalde/Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom) Alum. Bodies Incl. Subhood	\$4,900 (Alumina/Hillboro-Custom/E132DRW)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)	\$4,900 (Alumina/Hillboro-Custom)
\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (KNAP-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,450 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-E1327)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knep-P/MXCT)	\$4,350 (Knep-P/MXCT)	\$4,350 (Knep-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)	\$4,350 (Knaphalde-P/MXCT)
\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (ALUMLINE-CUSTOM)	\$8,200 (Alumina-Custom)	\$8,300 (Knaphalde/Alumina-Custom)	\$8,200 (Alum / Alumina-Custom) Alum. Bodies Incl. Subhood	\$8,200 (Alumina-Custom/E1327)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)	\$8,200 (Alumina-Custom)
\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (KNAP-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knep-KDBF912A)	\$8,490 (Knep-KDBF912A)	\$8,490 (Knep-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)	\$8,490 (Knaphalde-KDBF912A)
\$8,985 (Knaphalde-TBE / Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-ELIMINATOR LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (Knaphalde/TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)	\$8,985 (TBE-Eliminator LP)
\$920	\$920	\$920	\$920	\$920	\$920 (Other options available)	\$920 (Deduct \$250 for Stake Pocket Bolt in)	\$920	\$920 (Deduct \$250 for stake pocket bolt in)	\$920	\$920	\$920	\$920	\$920	\$920	\$920
\$9,985	\$9,985	\$9,985	\$9,985 (opt. \$700 add for proportional control for head & plow)	\$10,185	\$9,985 (for proportional control for head & plow add \$700)	\$9,985 (Proportional control for Stake Pocket Bolt in)	\$9,985 (add \$700 for proportional control for head & plow)	\$9,985	\$9,985 (opt. proportional control add \$700)	\$9,985 (Add \$700 for plow)	\$9,985	\$9,985	\$9,985	\$9,985	\$9,985
\$9,084	\$9,084	\$9,084	\$9,084	\$9,184	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084
\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675
\$5,550 (Knaphalde / 6108D54)	\$5,550 (KNAP-6108D54)	\$5,550 (KNAP-6108D54)	\$5,550 (Knaphalde / 6108D54)	\$5,950 (Knaphalde / 6108D54)	\$5,550 (Knaphalde / 6108D54)	\$5,550 (Knaphalde / 6108D54)	\$5,550 (Knaphalde / 6108D54)	\$5,550 (Knep-6108D54)	\$5,550 (Knep-6108D54)	\$5,550 (Knep-6108D54)	\$5,550 (Knaphalde-6108D54)	\$5,550 (Knaphalde-6108D54)	\$5,550 (Knaphalde-6108D54)	\$5,550 (Knaphalde-6108D54)	\$5,550 (Knaphalde-6108D54)
\$1,770	\$1,770	\$1,770	\$1,770	\$1,870	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770	\$1,770
\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685
\$680	\$680	\$680	\$680 (per side)	\$680	\$680	\$680	\$680	\$680	\$680	\$680	\$680	\$680	\$680	\$680	\$680
\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625
\$3,650	\$3,650	\$3,650	\$3,650	\$3,750	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650	\$3,650
\$1,990	\$1,990	\$1,990	\$1,990	\$2,090	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990
\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645
\$766	\$766	\$766	\$766	\$766	\$766 (Crane mount must be ordered w/ body)	\$766	\$766	\$766	\$766	\$766	\$766	\$766	\$766	\$766	\$766
\$760	\$760	\$760	\$760	\$760	\$760	\$900 (Body shop)	\$760	\$760	\$760	\$760	\$760	\$760	\$760	\$760	\$760
N/A	N/A	(\$1,000)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495
\$1233 (Behold Sun Yellow-box and cab)	\$1200 (minimum of 8)	N/A	\$987-Chassis \$900-Body	\$256-Truck \$900-Body	\$577 (add \$900 for bed)	N/A	N/A	\$400	\$1,299	\$600	\$270 (Cab) \$900 (Body)				
(\$6,494) (8.2 L / 385 HP)	(\$6,626) (8.2 L / 382 HP)	(\$12,859) (8.7 L / 383 HP)	(\$6,692) (8.2 L V8 / 318 HP)	(\$7,135) (8.0 L / 390 HP)	(\$7,068) (8.2 L / 385 HP)	(\$6,664) (8.2 L / 385 HP)	(\$6,695) (8.2 L V8 / 318 HP)	(\$6,300) (8.7 L / 383 HP)	(\$6,873) (8.2 L V8 / 318 HP)	(\$7,367) (8.0 L / 390 HP)	(\$6,425) (8.0 L / 322 HP)				
N/A	QUOTE ONLY	N/A	\$288 (Engine Prep)	N/A	Special Pricing Quote Only	\$288 (Prep package only)	Avail. w/ 84" CA & DRW only	NO BID	N/A	N/A	N/A				
\$77	\$90	\$200	\$73	\$450	\$73	\$73	\$73	\$200	\$85	\$285	\$250 (gas) \$440 (diesel)				
\$262	\$228	\$295	\$230	INC.	\$230	\$230	\$230	\$350	\$280	\$280	\$700 (Diesel)	\$700 (Diesel)			
\$266	\$273	\$336	\$273	N/A	\$273	\$273	\$273	\$350	\$320	\$605	\$300 (Cab Steps) \$405 (Running Boards)				
N/A	N/A	\$125 (3.42 AXLE RATIO)	N/A	N/A	N/A	N/A	N/A	NC (4.10 AXLE RATIO)	N/A	\$0	\$90				
\$324 (4.10)	\$283 (4.30)	STD	\$299 (4.10-Diesel) (4.30-Gas)	\$350 (3.73)	\$308 (4.10 axle ratio)	\$308 (4.10 LB)	\$308 (4.10-Diesel) (4.30-Gas)	STD (3.73 AXLE RATIO)	\$380 (4.10 Axle Ratio)	STD	\$360				
\$207	\$196	\$230	\$196	\$225	\$196	\$196	\$196 (Factory) \$175 (AL. Market)	\$230	\$230	\$230	\$205				
\$864	\$820	\$649	\$646	\$396	\$252	\$610	\$546	\$860	\$640	\$230	\$620				
STD ARO (DAYS)	90-120	120	90-120	90-120	80	90-120	12-15 weeks	80-110	90-120	90-120	75-100	90-120			

\$33,337

Submission Date: 12/08/14
Submitted By: Public Works Director
Board Meeting Date: 12/18/14

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

Description of Item:

F-550 Dump Truck Purchase – FY2015 Budget

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

Citizens, visitors, staff

Why is Board Action Required?

Capital Purchase over \$5,000

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

Motion to purchase from MODOT state bid from Joe Machens Ford Columbia

Are there any deadlines associated with this action?

As soon as possible.

Budget Line / Source of Funds

20-00-774265 Vehicles

Comments and Recommendation of Department:

This is a request to purchase a replacement for transportation truck 57 which is a 2006 Chevy Dump with VIN 0422. Staff recommends the purchase be made from the MODOT state bid from Joe Machens Ford Columbia for a price of \$50,323. The budgeted amount is \$55,000, for truck and plow, thus leaving \$4,677 for the purchase of the plow, which will be bid separately in the near future.

City Administrator Comments and Recommendation:

This is a budgeted item in the FY2015 budget. Concur with the recommendation of the Public Works Director.



Missouri Department of Transportation
 Bid Tabulation of Request 3-131120V Medium Duty Vehicles
 Multiple Award

ITEM # 15 - New standard equipped 2014 or Newer Model 17,500 LB GVWR Chassis-Cab w/ DRW & 60" CA
 Options A-BB apply. See Options Tab for details.

Manufacturer	Model	Year	Price	Options	Notes	Manufacturer	Model	Year	Price	Options	Notes	Manufacturer	Model	Year	Price	Options	Notes	Manufacturer	Model	Year	Price	Options	Notes	
Ford	F-550	2014	\$36,283			Ford	F-550	2014	\$36,283			Ford	F-550	2014	\$36,283			Ford	F-550	2014	\$36,283			
Ford	F-550	2014	\$36,100			Ford	F-550	2014	\$36,100			Ford	F-550	2014	\$36,100			Ford	F-550	2014	\$36,100			
Dodge	Ram 5500	2014	\$36,332			Dodge	Ram 5500	2014	\$36,332			Dodge	Ram 5500	2014	\$36,332			Dodge	Ram 5500	2014	\$36,332			
Ford	F-550	2014	\$36,369			Ford	F-550	2014	\$36,369			Ford	F-550	2014	\$36,369			Ford	F-550	2014	\$36,369			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$35,488.30			Ford	F-550	2014	\$35,488.30			Ford	F-550	2014	\$35,488.30			Ford	F-550	2014	\$35,488.30			
Ford	F-550	2014	\$35,208			Ford	F-550	2014	\$35,208			Ford	F-550	2014	\$35,208			Ford	F-550	2014	\$35,208			
Ford	F-550 (4X2)	2014	\$35,233			Ford	F-550 (4X2)	2014	\$35,233			Ford	F-550 (4X2)	2014	\$35,233			Ford	F-550 (4X2)	2014	\$35,233			
Ford	F-550 (4X4)	2014	\$37,796			Ford	F-550 (4X4)	2014	\$37,796			Ford	F-550 (4X4)	2014	\$37,796			Ford	F-550 (4X4)	2014	\$37,796			
Dodge	Ram 5500	2014	\$35,524			Dodge	Ram 5500	2014	\$35,524			Dodge	Ram 5500	2014	\$35,524			Dodge	Ram 5500	2014	\$35,524			
Ford	F-550	2014	\$35,524			Ford	F-550	2014	\$35,524			Ford	F-550	2014	\$35,524			Ford	F-550	2014	\$35,524			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			
Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			
Dodge	Ram 5500	2014	\$1,925			Dodge	Ram 5500	2014	\$1,925			Dodge	Ram 5500	2014	\$1,925			Dodge	Ram 5500	2014	\$1,925			
Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			Ford	F-550	2014	\$1,925			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			
Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			
Dodge	Ram 5500	2014	\$4,900			Dodge	Ram 5500	2014	\$4,900			Dodge	Ram 5500	2014	\$4,900			Dodge	Ram 5500	2014	\$4,900			
Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			Ford	F-550	2014	\$4,900			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			
Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			
Dodge	Ram 5500	2014	\$4,350			Dodge	Ram 5500	2014	\$4,350			Dodge	Ram 5500	2014	\$4,350			Dodge	Ram 5500	2014	\$4,350			
Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			Ford	F-550	2014	\$4,350			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			
Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			
Dodge	Ram 5500	2014	\$8,200			Dodge	Ram 5500	2014	\$8,200			Dodge	Ram 5500	2014	\$8,200			Dodge	Ram 5500	2014	\$8,200			
Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			Ford	F-550	2014	\$8,200			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			
Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			
Dodge	Ram 5500	2014	\$6,480			Dodge	Ram 5500	2014	\$6,480			Dodge	Ram 5500	2014	\$6,480			Dodge	Ram 5500	2014	\$6,480			
Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			Ford	F-550	2014	\$6,480			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			
Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			
Dodge	Ram 5500	2014	\$8,995			Dodge	Ram 5500	2014	\$8,995			Dodge	Ram 5500	2014	\$8,995			Dodge	Ram 5500	2014	\$8,995			
Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			Ford	F-550	2014	\$8,995			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			
Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			
Dodge	Ram 5500	2014	\$920			Dodge	Ram 5500	2014	\$920			Dodge	Ram 5500	2014	\$920			Dodge	Ram 5500	2014	\$920			
Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			Ford	F-550	2014	\$920			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			
Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			
Dodge	Ram 5500	2014	\$700			Dodge	Ram 5500	2014	\$700			Dodge	Ram 5500	2014	\$700			Dodge	Ram 5500	2014	\$700			
Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			Ford	F-550	2014	\$9,995			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			
Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			
Dodge	Ram 5500	2014	\$9,084			Dodge	Ram 5500	2014	\$9,084			Dodge	Ram 5500	2014	\$9,084			Dodge	Ram 5500	2014	\$9,084			
Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			Ford	F-550	2014	\$9,084			
NO BID						NO BID						NO BID						NO BID						
Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			
Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			
Dodge	Ram 5500	2014	\$875			Dodge	Ram 5500	2014	\$875			Dodge	Ram 5500	2014	\$875			Dodge	Ram 5500	2014	\$875			
Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			Ford	F-550	2014	\$875			
NO BID						NO BID						NO BID												

Submission Date: 12/9/14
Submitted By: Nick Edelman, Public Works Director
Board Meeting Date: 12/18/14

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

Description of Item:

F-150 Service Truck Purchase – FY2015 Budget

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

Citizens, visitors, staff

Why is Board Action Required?

Capital Purchase over \$5,000

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

Motion to purchase from MODOT state bid from Joe Machens Capitol City Ford

Are there any deadlines associated with this action?

As soon as possible.

Budget Line / Source of Funds

30- and 35-00-774265 Vehicles

Comments and Recommendation of Department:

This purchase is a request to purchase a replacement truck for the locator and it replaces truck 58, a 2007 Dodge 3500 VIN 4030. The replacement truck will be a Ford F150 crew cab. Staff recommends the purchase be made from the MODOT state bid from Joe Machens Ford Columbia for a price of \$27,012. The budgeted amount is \$30,000 for this truck and needed accessories and set up (tool boxes, light bar, etc.), a 50-50 split between

water and sewer 774265 Vehicles, thus leaving \$2,988 for previously stated accessories and set up, which will be purchased separately in the near future.

City Administrator Comments and Recommendation:

This is a budgeted item in the FY2015 budget. Concur with the recommendation of the Public Works Director.



Missouri Department of Transportation
 Bid Tabulation of Request 3-409251V Light Duty Vehicles
 Multiple Awards

ITEM # 10 - New standard equipped 2015 Half-Ton 4 x 4 Crew Cab Pickup Truck
 Options A-O apply. See Options Tab for details.

	FORD F-150 XL	FORD F-150	FORD F-150	FORD F-150 XL	FORD F-150	FORD F-150	FORD F-150	FORD F-150	FORD F-150	FORD F-150	FORD F-150	FORD F-150
ENGINE	6,150	7,050	6,350	6,350	6,350	6,350	6,350	6,350	6,350	6,350	6,350	6,350
CRUISE CONTROL	TBD	16 / 22	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TRAILER BRAKE	23	23	23	23	23	23	23	23	23	23	23	23
TRAILER HITCH	6	6.2	6	7	6	7.7	7.7	7.7	7.7	7.7	7.7	6
SALES TAX	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SALES TAX RATE	TBD	11 / 15	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
BASE PRICE	\$24,781	\$25,443	\$24,886	\$24,886	\$24,876	\$24,528	\$25,079	\$25,735.68	\$25,239	\$24,726	\$25,239	\$24,726
	\$445	\$422	\$422	\$422	\$422	\$422	\$422	\$470.25	\$422	\$422	\$422	\$422
	\$247	\$234	\$234	\$234	\$234	\$656	\$275	\$261.25	\$234	\$234	\$234	\$234
	\$655	\$577	\$598	\$598	N/A	\$698	\$683	\$1,000	\$600	\$650	\$600	\$650
	\$1,435	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,595	\$1,595	\$1,360	\$1,360	\$1,360	\$1,360
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	NO BID	N/A	CALL VENDOR	\$11,545	N/A	N/A	N/A	N/A	N/A
	\$275	\$214	\$214	\$214	\$214	\$214	\$250	\$470.25	\$214	\$214	\$214	\$214
	\$1,153	\$827	\$698	\$698	\$698	\$698	\$1,170	\$1,111.25	\$988	\$988	\$988	\$988
	N/A	\$1,633	\$1,540	\$1,540	\$1,540	\$264	\$1,100	\$1,700	\$1,540	\$1,540	\$1,540	\$1,540
	\$423	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	\$486	\$486	\$486	\$905 / \$2,183	\$486	\$420	\$570	\$486	\$486	\$486	\$486
	N/A	10-PLY STANDARD	N/A	AVAILABLE UPON REQUEST	\$100	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/C	10-PLY STANDARD	N/C	AVAILABLE UPON REQUEST	\$100	N/C	N/C	N/A	N/A	N/A	N/A	N/C
	\$81	\$755	\$77 / \$486	AVAILABLE	\$1,859 / \$3,296	\$499 / \$1,906	\$80	\$570	N/A	\$77 / \$486	N/A	\$77 / \$486
	\$378	\$356	\$356	\$356	\$356	\$356	\$420	\$398	\$356	\$356	\$356	\$356
	60-120	90-120	90	120-130	8-12 WKS	PLEASE CALL - TBD	90-120	N/A	90-120	90-120	90-120	90-120

\$ 27,012