CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
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OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
February 5, 2015 – 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 01/22/15 (Page 01)
- Bills List (Page 13)
- Liquor Licenses (Page 33)
  1. Sergio's Taqueria
  2. Celebration Cruises

UNFINISHED BUSINESS

A. Bill No. 15-03. Authorize Mayor to Execute Agreement with Tri-County Lodging Association to Provide an Advertising Program for the City. First and Second Readings (Page 35)

NEW BUSINESS

A. Bill No. 15-13. Authorize Mayor to Execute Missouri Highways and Transportation Commission Transportation Alternatives Funds Program Agreement. First and Second Readings (Page 42)

B. Bill No. 15-14. 2015 Budget Amendment. First and Second Readings (Page 69)

C. Bill No. 15-15. Authorize Mayor to Execute Missouri Highways and Transportation Commission Sidewalk Improvements Agreement. First and Second Readings (Page 72)

D. Bill No. 15-16. Authorize Mayor to Execute Agreement with Missouri Highways and Transportation Commission Amendment to State Block Grant Agreement. First and Second Readings (Page 80)

E. Bill No. 15-17. Authorize Mayor to Execute Agreement for Transfer of Entitlements. First and Second Readings (Page 120)

F. Bill No. 15-18. Authorize Mayor to Execute Contract with Berkeley Insurance Company to Complete the Osage Beach Sidewalk Improvement Project. First and Second Readings (Page 124)

G. Request to Change Time for the March 19, 2015 Board of Aldermen Meeting to 4:30 p.m. (Page 136)

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

January 22, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, January 22, 2015, 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. Diann Warner, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported that the Local Council of Governments met in Camdenton on Monday. The agenda included the Fiscal Policy Manual for 2015 and the Cost Allocation Plan for 2015. The latter was passed and the fiscal policy was held over for further review.

Mayor Lyons reported that the Board of Directors also voted to send a letter to Senator Roy Blunt expressing support for the proposed amendment to the Keystone XL Pipeline Act. This addresses community affordability of EPA mandates. This group represents four counties and many cities and local organizations is very concerned that growing federal mandates will impact our communities and result in higher cost for essential services.

Mayor Lyons reported that the Lake of the Ozarks Council of Local Governments also voted to support the Missouri Rock Island Trail Project. This trail runs thru both Miller and Morgan counties, which are two of our member counties. County and city officials feel that they will benefit from this trail which will connect to the Katy Trail.

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 January 8, 2015 and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Authorize Purchase of Crack Seal Machine.

Public Works Director Nick Edelman said this purchase is for a crack seal machine for the Transportation Department. Last summer, the Transportation Department completed a crack sealing program with good results. By purchasing this machine, it allows greater flexibility to apply crack sealant and increase the life of the City's streets.

UNAPPROVED

The budgeted amount for this equipment is $35,000. Staff recommends the purchase be made from the MODOT state bid from SASCO Pavement Coatings Inc. for a price of $33,972.

Alderman Olivarri moved to approve the purchase of the crack seal machine in the amount of $33,972 from the MoDOT state bid as recommended. Alderman Marose seconded the motion which was voted on and passed.

Authorize Purchase of Crack Seal Material.

Public Works Director Nick Edelman explained that this purchase is for crack seal material for the new crack seal machine. The City is able to buy this material from the state bid if 43,000 pounds of materials is purchased. This material does not have a shelf life and it is anticipated that more than half of the material will be used this year. The state bid price is $0.653 per pound resulting in a total price of $28,079.

The item was inadvertently left out of the FY2015 budget and will require a budget amendment. Staff recommends the purchase be made from the MODOT state bid from SASCO Pavement Coatings Inc. for a price of $28,079.

Alderman Rucker moved to approve the purchase of crack seal material in the amount of $28,079. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 15.04. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 14.62 ADOPTING THE 2015 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

Mr. Edelman explained that this budget amendment is for the crack seal material that was inadvertently omitted from the 2015 budget. Funds are available from the FY2015 Transportation Fund unrestricted fund balance.

Mayor Lyons presented the first reading of Bill No. 15-04 by title only. It was noted that Bill No. 15-04 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-04. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-04 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 15-04. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-04 and to pass same into ordinance: "Ayes:" Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Kahrs, Alderman Walker, Alderman Rucker. "Nays": None. Bill No. 15-04 was passed and approved as Ordinance No. 15.04.

Bill No. 15-05. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PITTSBURG TANK TO PROVIDE CLEANING AND INSPECTION SERVICES FOR THE BLUFF DRIVE WATER TOWER PROJECT

Bids were opened on January 6, 2015 with the following results:

UNAPPROVED

Ozark Applicators, LLC	$39,600
Pittsburg Tank and Tower	$32,800
Maguire Iron	$43,260

The apparent low bidder is Pittsburgh Tank in the amount of $32,800. This item was budgeted at $40,000. This project includes cleaning the Bluff Drive Tower inside and outside and it will be taken offline to complete the work. The work is planned to be completed before May 15.

Mayor Lyons presented the first reading of Bill No. 15-05 by title only. It was noted that Bill No. 15-05 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-05. Alderman Walker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-05 by title only. Alderman Rucker moved to approve the second and final reading of Bill No. 15-05. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-05 and to pass same into ordinance: "Ayes:" Alderman Olivarri, Alderman Marose, Alderman Kahrs, Alderman Walker, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 15-05 was passed and approved as Ordinance No. 15.05.

Bill No. 15-06. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STRAIT-LINE CONSTRUCTION FOR IMPROVEMENTS ON AVER ROAD

The following bids were submitted:

Strait –Line Construction	$39,156.60
Sam Gaines Construction	$69,200.00
Travis Hodge Hauling	$63,960.00
APAC- Missouri, Inc.	$48,136.36

The apparent low bidder is Strait-Line Construction with a bid amount of $39,156.80. They have done work in the past for the City with good results.

This work was anticipated to be completed in 2014. A budget amendment will be needed if it is approved and can be submitted at the next Board of Aldermen meeting.

This project is to repair Aver Road. It was damaged during the Mace Road Sewer project that was constructed in 2013. The contractor damaged Aver Road and has failed to perform this work after several conversations. The bonding company has refused to help contending the City has withheld enough from the contract to perform the repairs. The road continues to deteriorate.

The City has withheld $11,642.24 in retainage on this project. We can utilize these funds for this project. The remaining $27,514.56 will be a budget amendment. Repair funds in Account No. 35-00-743300 are available for this project.

UNAPPROVED

The Public Works Department will utilize this roadway for access to monitor and repair the sewer infrastructure which was taken over from the Lake Ozark system in 2013. We should repair this roadway so that the homeowners have the road in a similar condition prior to the sewer construction contract.

The Public Works Department recommended approval.

Alderman Rucker questioned if the City has any legal recourse in this matter. City Attorney Ed Rucker said that the damage to the road is outside the scope of work.

Mayor Lyons presented the first reading of Bill No. 15-06 by title only. It was noted that Bill No. 15-06 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 15-06. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-06 by title only. Alderman Kahrs moved to approve the second and final reading of Bill No. 15-06. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-06 and to pass same into ordinance: "Ayes:" Alderman Marose, Alderman Kahrs, Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 15-06 was passed and approved as Ordinance No. 15.06.

Bill No. 15-07. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 14.12 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT MODIFICATION WITH AMEREN CORPORATION FOR THE RELOCATION OR INSTALLATION OF CERTAIN UTILITIES AT THE LEE C. FINE MEMORIAL AIRPORT

Public Works Director Nick Edelman explained that this change order is for additional labor due to unsuitable soil conditions. The City received a change order request from our construction contractor for the same issues. The soil was over excavated to remove the bad subgrade for the building. Ameren had to relocate their power line before the subgrade material was removed.
90% of Ameren's cost is being reimbursed by MoDOT. The cost of this change order is $2,518.28 and the City's cost will be $251.83.

A supplemental agreement with MoDOT will need to occur to cover the additional cost of this change order. The supplemental agreement will also cover a time extension. The supplemental agreement will appear on the agenda for the February 5th Board of Aldermen meeting.

Mayor Lyons presented the first reading of Bill No. 15-07 by title only. It was noted that Bill No. 15-07 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 15-07. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-07 by title only. Alderman Kahrs moved to approve the second and final reading of Bill No. 15-07. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-07 and to pass same into ordinance: "Ayes:" Alderman Kahrs, Alderman Walker,

UNAPPROVED

Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose. "Nays": None. Bill No. 15-07 was passed and approved as Ordinance No. 15.07.

Bill No. 15-08. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SYSTEMS MANUFACTURING, INC. TO PROVIDE SCADA PHASE III UPGRADES AND IMPROVEMENTS

Public Works Director Nick Edelman explained that as previously indicated, the City's current SCADA (Supervisory Control and Data Acquisition) system is utilized for remote monitoring and control of the City's water and sewer system. It uses radio transmitters and receivers along with PLC's (Programmable Logic Controller) to send level data along various alarms to the Public Works Department Building. The current system is in need of substantial upgrades and improvements to improve the reliability of communication and data acquisition. The Board of Alderman approved a contract with Systems Manufacturing in April and September 2014 to make new improvements which included installation of a new wireless backbone at Swiss Village and Bluff water tower sites and 15 pump station sites.

This new contract provides for an additional 32 lift stations to be added to the new SCADA system. It is proposed to upgrade 26 sites and to add SCADA to six additional sites. This will bring the total number of pump stations on SCADA to 47. This will bring the City's SCADA system up to date and has already increased the reliability of the system. However, there will be additional pump stations added in future budget years. Mr. Edelman noted the system has 56 lift stations.

System Manufacturing has submitted a price of $6,554 per site for the upgrades and $1,334 per site for a new control cabinet and antenna for the sites that are currently not on SCADA. Staff recommends the improvements be made and enter into an agreement with System Manufacturing, Inc. in the amount of $217,732. Budgeted amount is $220,000.

Mayor Lyons presented the first reading of Bill No. 15-08 by title only. It was noted that Bill No. 15-08 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 15-08. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-08 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 15-08. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-08 and to pass same into ordinance: "Ayes:" Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Kahrs. "Nays": None. Bill No. 15-08 was passed and approved as Ordinance No. 15.08.

Bill No. 15-09. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARAMARK TO PROVIDE UNIFORMS FOR PUBLIC WORKS EMPLOYEES

Public Works Director Edelman explained this is for uniform and mat rental for Public Works, a total annual cost of $7,111; uniform rental $6,063.20 and mat rental $1,047.80.

UNAPPROVED

The uniform shirts are Hi-Vis Class 2 and lime in color so as to increase safety. The following bids were submitted.

Unifirst	$13,110.45
Aramark Uniform Service	$7,111.00
Cintas	$14,211.21
Cintas	$16,396.25

The apparent low bidder is Aramark Uniform Services.
The cost breakdown is as follows:

Uniforms:	Mats:
20-00-729400 – $2,425.25	20-00-743100 - $349.27
30-00-729400 – $1,515.83	30-00-743100 - $349.27
35-00-729400 – $2,122.12	35-00-743100 - $349.26

Uniform Rental/Purchases is a budgeted line item to include the uniform rental as stated above as well as other smaller uniform items, i.e. boot reimbursements, coat replacements, etc. The Maintenance and Repair line item includes all maintenance and repair items for each department, including this scheduled service.

This agreement is for a three year period. Upon a question from Alderman Rucker, City Attorney Ed Rucker explained that the contract is subject to an annual increase of the CPI or 5%, whichever is greater. Money for uniforms not returned when an employee leaves is deducted from the last paycheck.

Mayor Lyons presented the first reading of Bill No. 15-09 by title only. It was noted that Bill No. 15-09 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-09. Alderman Walker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-09 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 15-09. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-09 and to pass same into ordinance: "Ayes:" Alderman Rucker, Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Kahrs, Alderman Walker. "Nays": None. Bill No. 15-09 was passed and approved as Ordinance No. 15.09.

Bill No. 15-10. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 WITH CRAWFORD, MURPHY & TILLY, INC. TO ACCOMPLISH A PROJECT AT THE LEE C. FINE MEMORIAL AIRPORT

Public Works Director Nick Edelman explained that this is for a Supplemental Agreement with CMT for additional construction administration/inspection services for the hangar construction at Lee C. Fine. We encountered these issues that caused a need for this additional work.

UNAPPROVED

1) "Or Equal Clause" – Regulations required to allow or equal clauses in the contract. The City and CMT planned on a Full-Fab or Erect A Tube building. If the contractor had submitted Ful-Fab or Erect A Tube building, it would have been a "rubber stamp" approval process. The construction contractor submitted a Varco Pruden Design. CMT had not seen this manufacturer before. This required additional time to review the drawings to make sure it met the specifications of the contract.
2) Unsuitable Soils – We executed a contract modification with the construction contractor. There was a proposed additional modification that was approved with a not to exceed amount of $38,595.59 at the May 15, 2014 Board of Alderman Meeting. I sent you a memo dated June 10 that stated we had our engineering firm investigate the shrink and swell potential of the "fat clay". It came back that the material did not need to be removed but our engineering firm stayed onsite while footing excavation occurred to make sure if the subgrade needed to come out they made the call.

Public Works Director Edelman said the City saved funds from the original change order of $38,595.59 in the construction contract. The additional engineering services in this supplemental agreement came out to be $20,867.14. This was FY2014 work and is a FY2014 expenditure.

Mr. Edelman has spoken with MoDOT about this supplemental agreement and it will be included in the supplemental grant agreement that he is working on with MoDOT. MoDOT is reimbursing the City in the amount of 90 % for this project. The total additional cost to the City will be $2,086.71. The Public Works Department recommended approval.

Mayor Lyons presented the first reading of Bill No. 15-10 by title only. It was noted that Bill No. 15-10 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-10. Alderman Walker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-10 by title only. Alderman Rucker moved to approve the second and final reading of Bill No. 15-10. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-10 and to pass same into ordinance: "Ayes:" Alderman Schmitt, Alderman Olivarri, Alderman Marose, Alderman Kahrs, Alderman Walker, Alderman Rucker. "Nays": None. Bill No. 15-10 was passed and approved as Ordinance No. 15.10.

Authorize Purchase of Public Works Phone Extension Repair/Upgrade Service and Equipment.

City Administrator Jeana Woods explained that this request is to proceed with updating and repairing the phone system at the Public Works facility. Currently the phone system, in addition to being outdated, is not tied to the City Hall's system and by connecting the two systems better communication between the facilities will be possible as well as call transfers and voicemail could be utilized.

This project has been in the works for some time now and was not a FY2015 budgeted item however there are funds available through the unrestricted balances of each the Transportation, Water, and Sewer Funds. The bill of $8,000 will be split among the three stated departments; $2,667, $2,667, and $2,666 respectively. A budget adjustment will follow.

UNAPPROVED

Alderman Olivarri moved to authorize the purchase of a phone extension repair/upgrade service and equipment at the Public Works facility. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 15-11. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO.14.62 ADOPTING THE 2015 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

City Administrator Jeana Woods explained that this budget amendment is necessary to upgrade/repair the Public Works facility's phone system. It was not a budgeted item for FY2015.

20-00-774256 Original FY2015 Budget - $67,000; Amended Budget - $69,667
30-00-774256 Original FY2015 Budget - $67,000; Amended Budget - $69,667
35-00-774256 Original FY2015 Budget - $67,000; Amended Budget - $69,666

Mayor Lyons presented the first reading of Bill No. 15-11 by title only. It was noted that Bill No. 15-11 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-11. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-11 by title only. Alderman Marose moved to approve the second and final reading of Bill No. 15-11. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-11 and to pass same into ordinance: "Ayes:" Alderman Olivarri, Alderman Marose, Alderman Kahrs, Alderman Walker, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 15-11 was passed and approved as Ordinance No. 15.11.

Bill No. 15-12. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE FINAL PLAT OF VILLAS AT GRAND GLAIZE, 19TH AMENDED, A SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

City Planner Cary Patterson presented the following report:

Subdivision Name:	Villas at Grand Glaize 19th Amended Plat
Location:	Behind and south of Highway 54 frontage between Winn (54-40) and Murphy (54-47) roads.
Section/Township/Range:	11/39/16
Applicant:	Villas at Grand Glaize, L.P.
Surveyor:	Allen Surveying.
Total Size:	Approximately 11,800 square feet.

UNAPPROVED

Number of Lots:	Two (2) town home footprints; zero lot line housing Lots 131 and 132
Zoning:	PUD for Town Home Development
Surrounding Subdivisions:	
North:	Harper Fosters Subdivision
South:	Harper Fosters Subdivision
East:	Marcy's Subdivision/unplatted property
West:	Amended Harper's Subdivision
Public Improvements:	Sewer, water, and street system to serve individual lots. Plans have been submitted and approved as part of the preliminary plat approval. Construction is underway; any improvements required for the lots proposed will require financial assurances filed with the Department if the improvements are not installed at the time of approval.

The Planning Department has reviewed this plat for code compliance and found it to be in order. The public improvements that service these lots have been installed. The Planning Department recommended approval of this plat.

Mayor Lyons presented the first reading of Bill No. 15-12 by title only. It was noted that Bill No. 15-12 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-12. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-12 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 15-12. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-12 and to pass same into ordinance: "Ayes:" Alderman Marose, Alderman Kahrs, Alderman Walker, Alderman Rucker, Alderman Schmitt, Alderman Olivarri. "Nays": None. Bill No. 15-12 was passed and approved as Ordinance No. 15.12.

Bid Award. Road Striping Equipment

The following bids were received:

PPG Industries, Inc.	$24,500.00
Paving Maintenance Supply	$2,855.00
PPG Architectural Coatings	$24,299.00
Sasco Pavement Coatings	$24,432.10
Sherman Williams	$25,250.00

UNAPPROVED

This purchase for the Transportation Department is for road striping equipment that will be utilized for the City's pavement striping needs. This has typically been contracted but by performing this work in house it is anticipated that substantial cost savings could be realized. This piece of equipment is a Graco Line Lazer IV 250 DC unit.

The City received 5 bids for this unit. The low bidder made a mistake on their bid and has requested to withdraw their bid. The second low bidder PPG Architectural Coatings bid of $24,299 appears to be fair and reasonable. It is recommend to award to the second low bidder PPG Architectural Coatings in the amount of $24,299. This was budgeted at $32,000.

Alderman Schmitt questioned whether a financial study had been done on purchasing this equipment compared to bidding it out. Public Works Director Edelman said that striping is a prevailing wage project and there are savings by doing the work in house. He added that he will do a cost comparison at the end of the year to determine how much was saved.

Alderman Walker moved to award the bid for road striping equipment to PPG Architectural Coatings as recommended in the amount of $24,299. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Authorize Tractor Purchase for Transportation Department.

Public Works Director Edelman said this purchase is for a new tractor and front end loader for the Transportation Department. This tractor will replace an existing New Holland tractor. The new tractor is a John Deere 5085E Utility Tractor with a H240 Loader. The budgeted amount is $70,000 which includes tractor with a brush hog attachment, which will be purchased at a later date.

Staff recommends the purchase be made from the MODOT state bid (MoDOT Contract 3-130709TV) from Sydenstricker Implement in Tipton for a price of $49,098.19. This is under budget in the amount of $20,901.81 which will be used for the purchase of a brush hog attachment with boom.

Although this particular model isn't listed on the state bid, MoDOT has a clause in the bid documents that allows vendors to sell items at a discounted rate as long as the vendor lists the discounted rate in the bid documents. The discounted rate for John Deere is 19% below MSRP.

Alderman Schmitt moved to authorize the purchase of a tractor in the amount of $49,098.19 from Sydenstricker Implement. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bid Award. Snow Plow

Public Works Director Edelman explained that this purchase is for a snow plow for the Transportation Department for the recently approved truck purchase. The following bids were received:

Bus Andrews Truck Equipment	$7,450.00
Reuther Ford	$5,734.50

UNAPPROVED

Knapheide $5,085.00

The low bidder is Knapheide Truck Equipment Center in the amount of $5,085. The budgeted amount was $55,000 for both the truck and plow. The truck purchase was approved at $50,323 by the Board of Aldermen on December 18, 2014 leaving $4,677 for the plow. This purchase is $408 over budget and additional funding will be available from unrestricted ending balances.

Alderman Olivarri moved to award the bid for a snow plow to Knapheide in the amount of $5,085. Alderman Walker seconded the motion which was voted on and unanimously passed.

Bid Award. Cranes for Public Works Trucks

Public Works Director Edelman said this purchase is for two service cranes for the Water and Sewer Department's new service trucks. The cranes are used for lifting lift stations. Knapheide Truck Equipment submitted the only bid in the amount of $21,720; $10,860 for each crane. Both the water and the sewer service trucks were approved for purchase leaving $21,663 and $16,663, respectively; in the budget for the purchase of the cranes and a few other truck additions, i.e. lift gate, etc.

Staff recommends the purchase of two cranes from Knapheide Truck Equipment in the amount of $21,720. The account breakdown is as follows

30-00-774265 - $10,860
35-00-774265 - $10,860

Alderman Rucker moved to award the bid for cranes to Knapheide in the amount of $21,720. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Authorize Extension of Vehicle Maintenance Service Contract.

Police Chief Todd Davis explained that inadvertently, renewing this contract within the final ninety days of FY2014 failed to happen. Refer to current contract enclosed. Staff would like to renew the contract until December 31, 2015, as permitted in the current contract. This service will be bid out later in the year.

Staff recommends approval of the extension of the Vehicle Maintenance Service Contract until December 31, 2015.

Alderman Olivarri moved to authorize the extension of the vehicle maintenance contract with Hedrick Motiv Werks until December 31, 2015 as recommended under the same terms and conditions. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Communication from Board Members.

Alderman Schmitt. Alderman Schmitt reported that mayors from Lake Ozark and Osage Beach were on the front page of the paper stating their intention to work together on regulations for taxi cab service. Alderman Marose was given credit for bringing the issue to their attention.

UNAPPROVED

Alderman Marose. Phyllis Marose thanked the City for the Employee Appreciation Dinner. She presented an update on the Passport to the Parkway. A fundraiser will be held at J. Bruner's. Funds raised will go towards marketing the west side. She congratulated Joanie Walden for being selected as the Business Person of the Year by LOREDC. Tim Jacobson was elected president of LOREDC and Lori Hoeshler was elected Vice-President.

Alderman Marose thanked Mayor Lyons and City Attorney Ed Rucker for collaborating with Lake Ozark on taxi service regulations. She reported on the First Beautification Committee meeting held yesterday with Joe Roeger. The committee is obtaining costs and she will keep the Board updated.

Alderman Kahrs. Steve Kahrs congratulated John Olivarri, Ron Schmitt and Jeff Bethurem who are running unopposed in the City's April election.

Alderman Rucker. Kevin Rucker stated that the Employee Appreciation Dinner was very good and he asked that the number in attendance be provided.

Alderman Olivarri. John Olivarri inquired about the TCLA contract. City Attorney Ed Rucker said the contract looks acceptable and will be on the agenda for the next Board meeting.

Alderman Kahrs asked for an update on Nichols Road. City Engineer Nick Edelman explained that he hoped a memo of understanding would be forthcoming with the hospital to transfer property. He also said there have been right of way acquisition problems with various owners. Alderman Kahrs asked Mr. Edelman to keep the Board updated on this project.

Staff Communications.

City Administrator. Jeana Woods reported that prior to the next Board of Aldermen meeting, the Executive Director of Fort Leonard Wood Institute will present upcoming changes at Fort Leonard Wood and how the changes will affect the lake area. The meeting will begin at 5:30 p.m., one hour before the Board of Aldermen meeting.

City Attorney. Ed Rucker reported that he and City Administrator Jeana Woods met with Lake Ozark representatives to work on taxi cab regulations.

Police Chief. Todd Davis announced that Angie Luttrell is the new school resource officer and that three new police officers have been hired.

City Planner. Cary Patterson thanked the City for the Employee Appreciation Dinner. He announced that Shawn Glenn has been hired as the compliance officer. Mr. Glenn was previously a police officer for the City. His enforcement background and his ability to work with the public are assets that he will bring to the position.

There being no further business to come before the Board, the meeting adjourned at 7:25 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on January 22, 2015.

CITY OF OSAGE BEACH
BILLS LIST
February 5, 2015

Bills Paid Prior to Board Meeting	**212,156.03**
Payroll Paid Prior to Board Meeting	**108,447.94**
SRF Transfer Prior to Board Meeting	**230,795.76**
TIF Transfer Prewitt's Pt	**152,432.70**
TIF Transfer Dierbergs	**46,492.97**
Bills Pending Board Approval	**75,864.21**
Total Expenses	**826,189.61**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,389.04
			ADJUST PR DEDUCTIONS	77.23
			ADJUST PR DEDUCTIONS	45.24
			Dental Insurance Premiums	535.15
			Dental Insurance Premiums	494.13
			Health Insurance Premium	50.79
			Health Insurance Premium	47.32
			Health Insurance Contribut	634.61
			Health Insurance Contribut	603.50
			Health Insurance Contribut	426.39
			Health Insurance Contribut	380.00
			Health Insurance Premiums	11.85
			Vision Insurance Contribut	100.87
			Vision Insurance Contribut	96.84
			Vision Insurance Contribut	23.02
			Vision Insurance Contribut	20.68
			Vision Insurance Contribut	69.15
			Vision Insurance Contribut	60.32
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	2,976.00
		INTERNAL REVENUE SERVICE	Fed WH	9,363.44
			FICA	5,927.83
			Medicare	1,386.36
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Retirment 457 &	562.06
			Retirement 457	1,020.00
			Loan Repayments	536.69
			Loan Repayments	542.02
			Loan Repayments	507.71
			Loan Repayments	131.82
			Loan Repayments	103.71
			Loan Repayments	223.68
			Loan Repayments	338.49
			Loan Repayments	470.30
			Loan Repayments	176.32
			Retirment Roth IRA %	64.10
			Retirement Roth IRA	340.00
		CAMDEN COUNTY ASSOC COURT	CASH APPEARANCE BOND	300.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AFLAC	Aflac Insurance Premiums	29.54
			Aflac Insurance Premiums	26.51
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	0.07
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,192.61
			American Fidelity	1,110.89
			Amerian Fidelity	945.87
			Amerian Fidelity	898.46
			ADJUST PAYROLL DEDUCTIONS	445.55-
		THE LINCOLN NATIONAL LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	331.52
			ADJUST PAYROLL DEDUCTIONS	77.41-
			Group Life Ins and Buy Up	53.59
			Group Life Ins and Buy Up	43.88
		JP MORGAN CHASE BANK	HSA Contribution	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	1,405.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	332.42
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	0.03-
			Texas Life After Tax	91.43
			Texas Life After Tax	86.11
			TOTAL:	36,536.54
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	168.43
			Medicare	39.42
		ICMA	Retirement 401	121.00
		BANKCARD CENTER 5352	F HANDY - MOTHER-IN-LAW PL	64.19
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	104.20
			TOTAL:	497.24
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	28.29
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	488.18
			Health Insurance Contribut	513.62
			Vision Insurance Contribut	3.57
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	192.44
			Medicare	45.01
		BANKCARD SERVICES 7564	LEGISLATIVE CONF	130.00
		ICMA	Retirement 401	192.29
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	8.80
			Group Life Ins and Buy Up	9.25
			Short Term Disability Ins	7.79
			Short Term Disability Ins	8.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,735.97
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	81.22
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,209.57
			Health Insurance Contribut	1,329.51
			Vision Insurance Contribut	10.29
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	313.89
			Medicare	73.41
		ICMA	Retirement 401	313.39
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	14.66
			Group Life Ins and Buy Up	16.08
			Short Term Disability Ins	6.97
			Short Term Disability Ins	7.95
			Short Term Disability Ins	15.19
			Short Term Disability Ins	16.40
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	3,734.12
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	56.27
			Dental Insurance Premiums	59.52
			Dental Insurance Premium	14.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	17.08
			Health Insurance Contribut	971.29
			Health Insurance Contribut	1,027.24
			Health Insurance Contribut	376.14
			Health Insurance Contribut	443.17
			Vision Insurance Contribut	10.19
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.20
			Vision Insurance Contribut	3.77
		MOGFOA	WINTER SEMINAR - M WELTY	95.00
		INTERNAL REVENUE SERVICE	FICA	428.55
			Medicare	100.23
		ICMA	Retirement 401	424.63
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	27.41
			Group Life Ins and Buy Up	30.07
			Short Term Disability Ins	29.66
			Short Term Disability Ins	32.80
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,386.50
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	25.20
			Dental Insurance Premiums	20.57
			Health Insurance Contribut	434.87
			Health Insurance Contribut	355.09
			Vision Insurance Contribut	4.57
			Vision Insurance Contribut	3.73
		INTERNAL REVENUE SERVICE	FICA	70.11
			Medicare	16.40
		MACA TREASURER	TAYLOR & URLICKS MEMBERSHI	100.00
		ICMA	Retirement 401	72.56
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	5.31
			Group Life Ins and Buy Up	4.34
			Short Term Disability Ins	6.95
			Short Term Disability Ins	5.67
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,200.37
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	28.73
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	495.89
			Health Insurance Contribut	513.62
			Vision Insurance Contribut	5.20
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	300.15
			Medicare	70.20
		ICMA	Retirement 401	293.68
		CLERK OF THE SUPREME COURT	2015 ATTORNEY ENROLLMENT	410.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	14.46
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	7.92
			Short Term Disability Ins	8.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,273.17
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	76.62
			Dental Insurance Premiums	89.28

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,322.37
			Health Insurance Contribut	1,540.86
			Vision Insurance Contribut	13.88
			Vision Insurance Contribut	16.17
		INTERNAL REVENUE SERVICE	FICA	330.42
			Medicare	77.27
		ICMA	Retirement 401	330.89
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	18.30
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	21.10
			Short Term Disability Ins	24.60
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,107.91
Building Maintenance	General Fund	AMEREN MISSOURI	JAN CITY HALL SERVICE	4,121.36
			TOTAL:	4,121.36
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	27.87
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	15.17
			Dental Insurance Premium	17.08
			Health Insurance Contribut	177.23
			Health Insurance Contribut	199.58
			Health Insurance Contribut	414.99
			Health Insurance Contribut	443.17
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.68
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	276.55
			Medicare	64.68
		ICMA	Retirement 401	236.76
		BANKCARD CENTER 5352	EMBASSY SUITES - WILLEY	123.01
			EMBASSY SUITES - WILLEY	123.01
			DUMP TRAILER TOOLBOX	80.00
			MOJACK EZ LIFT	127.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	16.74
			Group Life Ins and Buy Up	18.01
			Short Term Disability Ins	22.74
			Short Term Disability Ins	24.60
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		AMEREN MISSOURI	DEC LOWER DIAMOND LIGHTS	10.37
			FISH HATCHERY RD MAINT BLD	108.72
			CITY PARK #2 DISPLAY C	10.88
			FISH HATCHERY RD SOCCER FL	19.54
			CITY PARK #2 DISPLAY D	9.79
			FISH HATCHERY RD BALL FIEL	673.66
			CITY PARK #2 DISPLAY B	10.71
			DEC BALL DIAMONDS CONS STA	17.52
			CITY PARK #2 DISPLAY A	10.29
			HWY 42 BALL PK LIGHTS	10.88
			CITY PARK #2 IRRIGATION PU	11.13
			TOTAL:	3,457.95
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	173.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	31.94
			Health Insurance Contribu	58.38
			Health Insurance Premium	23.26
			Health Insurance Contribut	267.59
			Health Insurance Contribut	1,148.51
			Health Insurance Contribut	1,532.31
			Health Insurance Contribut	443.17
			Health Insurance Premiums	45.33
			Vision Insurance Contribut	11.69
			Vision Insurance Contribut	3.48
			Vision Insurance Contribut	12.74
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	125.68
			Medicare	29.39
		OCCUPATIONAL MEDICINE CLINIC	FIT FOR DUTY/DRUG TESTING	288.00
			PRE-EMPLOYMT	300.00
			RANDOM DRUG	275.00
		LEIGH, CINDY	MILEAGE REIMB MPR BRD MTGS	324.80
		POWERS, BRIAN	APPRECIATION DINNER ENTERT	1,950.00
		ICMA	Retirement 401	125.07
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE-EMPLOYMENT TESTING	321.00
		BANKCARD CENTER 5106	COMPLIANCE SIGNS	1,459.00
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	0.26
		WOBBLY BOOT	APPRECIATION DINNER	3,686.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.74
			Amerian Fidelity	0.93
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	47.87
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	4.25
			Short Term Disability Ins	56.85
			Short Term Disability Ins	8.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	3.14
		CENTRAL MO NEWSPAPER INC	EMPLOYMENT ADS	1,648.20
		BUTTS, CATRINA	EMP APPRECIATION DINNER PH	200.00
			TOTAL:	14,726.03
Overhead	General Fund	XEROX CORPORATION	DEC SERVICE	359.97
		AT & T/CITY HALL	SERV 01/05-02/04/15	2,747.31
		BANKCARD SERVICES 7564	BREAK ROOM TV	228.00
			TOTAL:	3,335.28
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	507.97
			Dental Insurance Premiums	505.92
			Dental Insurance Premium	98.12
			Dental Insurance Premium	102.48
			Health Insurance Contribu	251.50
			Health Insurance Contribu	284.39
			Health Insurance Contribut	951.68
			Health Insurance Contribut	997.90
			Health Insurance Contribut	3,375.24
			Health Insurance Contribut	3,595.34
			Health Insurance Contribut	4,280.10
			Health Insurance Contribut	3,988.53
			Vision Insurance Contribut	40.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	43.12
			Vision Insurance Contribut	9.09
			Vision Insurance Contribut	9.45
			Vision Insurance Contribut	32.22
			Vision Insurance Contribut	30.16
		INTERNAL REVENUE SERVICE	FICA	2,528.02
			Medicare	591.21
		ICMA	Retirement 401	2,424.46
		NORTH AMERICAN POLICE WORK DOG ASSOC	MAGAZINE	25.00
			MEMBERSHIP	45.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	9.71
			American Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	133.65
			Group Life Ins and Buy Up	134.22
			Short Term Disability Ins	171.24
			Short Term Disability Ins	172.20
		JP MORGAN CHASE BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,200.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	9.21
			Flex Account	10.42
			TOTAL:	26,756.23
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	193.09
			Dental Insurance Premiums	217.51
			Dental Insurance Premium	32.11
			Dental Insurance Premium	34.16
			Health Insurance Contribut	375.28
			Health Insurance Contribut	399.16
			Health Insurance Contribut	444.36
			Health Insurance Contribut	672.15
			Health Insurance Contribut	1,634.85
			Health Insurance Contribut	1,772.68
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	12.44
			Vision Insurance Contribut	5.22
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	7.14
			Vision Insurance Contribut	7.54
		AT & T/CITY HALL	E911 SERV 122/23-01/22/15	1,334.39
		INTERNAL REVENUE SERVICE	FICA	723.24
			Medicare	169.14
		ICMA	Retirement 401	731.99
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	9.84
			American Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	35.04
			Group Life Ins and Buy Up	40.54
			Short Term Disability Ins	14.46
			Short Term Disability Ins	16.58
			Short Term Disability Ins	46.40
			Short Term Disability Ins	51.73
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	375.00
			TOTAL:	9,456.88
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.04
			Dental Insurance Premiums	29.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	501.21
			Health Insurance Contribut	513.62
		INTERNAL REVENUE SERVICE	FICA	147.27
			Medicare	34.44
		ICMA	Retirement 401	145.41
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	8.28
			Group Life Ins and Buy Up	8.48
			Short Term Disability Ins	8.00
			Short Term Disability Ins	8.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,508.71
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.02
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	16.66
			Dental Insurance Premium	17.08
			Health Insurance Premium	231.18
			Health Insurance Premium	237.08
			Health Insurance Contribut	194.65
			Health Insurance Contribut	199.58
			Vision Insurance Contribut	3.68
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	316.88
			Medicare	74.11
		ICMA	Retirement 401	307.65
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	15.24
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	16.00
			Short Term Disability Ins	16.40
		JP MORGAN CHASE BANK	HSA Contribution	37.50
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.16
			Flex Account	10.42
			TOTAL:	1,782.46
Economic Development	General Fund	EDWARD A BARCHENSKI JR DBA CJ ELEC	HOLIDAY LIGHT PARK	8,665.00
			TOTAL:	8,665.00
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	62.20
			Dental Insurance Premiums	80.20
			Health Insurance Premium	43.85
			Health Insurance Premium	47.32
			Health Insurance Contribut	33.09
			Health Insurance Contribut	70.98
			Health Insurance Contribut	37.33
			Health Insurance Contribut	40.00
			Health Insurance Premiums	123.63
			Health Insurance Premiums	135.48
			Vision Insurance Contribut	3.46
			Vision Insurance Contribut	3.54
			Vision Insurance Contribut	3.59
			Vision Insurance Contribut	4.33
			Vision Insurance Contribut	17.09
			Vision Insurance Contribut	18.63
		MO DEPT OF REVENUE	State Withholding	374.60
		INTERNAL REVENUE SERVICE	Fed WH	1,097.39
			FICA	819.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	191.65
		ICMA	Retirement 457	165.73
			Loan Repayments	36.06
			Retirement Roth IRA	16.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	47.55
			American Fidelity	51.45
			Amerian Fidelity	91.53
			Amerian Fidelity	99.87
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	42.16
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	6.31
			Texas Life After Tax	7.43
			TOTAL:	3,792.75
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	146.08
			Dental Insurance Premiums	188.38
			Dental Insurance Premium	33.11
			Dental Insurance Premium	39.28
			Health Insurance Contribu	85.44
			Health Insurance Contribu	93.85
			Health Insurance Premium	219.72
			Health Insurance Premium	237.08
			Health Insurance Contribut	380.76
			Health Insurance Contribut	459.03
			Health Insurance Contribut	478.75
			Health Insurance Contribut	1,027.24
			Health Insurance Contribut	827.35
			Health Insurance Contribut	886.34
			Health Insurance Premiums	472.84
			Health Insurance Premiums	518.17
			Vision Insurance Contribut	3.47
			Vision Insurance Contribut	3.56
			Vision Insurance Contribut	3.61
			Vision Insurance Contribut	4.35
			Vision Insurance Contribut	17.09
			Vision Insurance Contribut	18.63
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	50.47
		INTERNAL REVENUE SERVICE	FICA	819.55
			Medicare	191.66
		ICMA	Retirement 401	766.85
		BANKCARD CENTER 5106	4"T/CW/FLAT LID	62.71
		PETTY CASH	COOK OUT FOOD	17.39
			GLOVES	4.60
		BANKCARD CENTER 5352	ATAGLNC, WHT CRD, 11X17 CP	110.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	5.62
			American Fidelity	6.25
			Amerian Fidelity	3.13
			Amerian Fidelity	3.44
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	41.50
			Group Life Ins and Buy Up	52.50
			Short Term Disability Ins	2.21
			Short Term Disability Ins	2.60
			Short Term Disability Ins	58.20
			Short Term Disability Ins	72.91
		JP MORGAN CHASE BANK	HSA Contribution	86.25
			HSA Family/Dep. Contributi	300.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	19.17
			Flex Account	20.84
		AMEREN MISSOURI	792 PASSOVER RD ST LIGHTS	85.82
			872 PASSOVER RD ST LIGHTS	100.59
			KK DR LTG PALISADES COMMON	110.54
			680 PASSOVER RD LIGHTING C	81.28
			DEC 5757 CHAPEL MAINT SALT	34.08
			STREET LIGHTING	3,708.94
			TOTAL:	12,963.99
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	53.69
			Dental Insurance Premiums	61.06
			Health Insurance Contribut	78.50
			Health Insurance Contribut	88.41
			Health Insurance Contribut	34.53
			Health Insurance Contribut	40.00
			Vision Insurance Contribut	10.39
			Vision Insurance Contribut	11.63
			Vision Insurance Contribut	0.52
			Vision Insurance Contribut	0.56
			Vision Insurance Contribut	7.57
			Vision Insurance Contribut	8.78
		MO DEPT OF REVENUE	State Withholding	244.68
		INTERNAL REVENUE SERVICE	Fed WH	834.03
			FICA	495.53
			Medicare	115.89
		ICMA	Retirement 457	76.30
			Loan Repayments	50.14
			Loan Repayments	130.16
			Retirement Roth IRA	26.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	81.33
			American Fidelity	92.87
			Amerian Fidelity	82.17
			Amerian Fidelity	91.06
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	37.57
			Texas Life After Tax	40.69
			TOTAL:	2,846.47
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	126.13
			Dental Insurance Premiums	143.44
			Dental Insurance Premium	20.99
			Dental Insurance Premium	22.20
			Health Insurance Contribu	85.44
			Health Insurance Contribu	93.85
			Health Insurance Contribut	245.14
			Health Insurance Contribut	259.45
			Health Insurance Contribut	1,135.73
			Health Insurance Contribut	1,278.90
			Health Insurance Contribut	765.17
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	10.41
			Vision Insurance Contribut	11.65
			Vision Insurance Contribut	0.52
			Vision Insurance Contribut	0.57
			Vision Insurance Contribut	7.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	8.78
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	50.47
		SCHULTE SUPPLY INC	NEPTUNE MAINTENANCE CONTR	4,251.33
		INTERNAL REVENUE SERVICE	FICA	495.54
			Medicare	115.89
		ICMA	Retirement 401	493.21
		PETTY CASH	COOK OUT FOOD	17.39
			RETURN SHIPPING	14.59
			STAMPS	9.80
			POSTAGE	5.75
			UPS	9.01
			GLOVES	4.59
			UPS	8.96
			UPS WATER SAMPLES	12.53
			CAR WASH	7.00
			CAR WASH	5.75
		RUBLE, JUSTIN	MILEAGE REIMB 01/07-01/13/	154.40
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	3.13
			Amerian Fidelity	3.44
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	32.17
			Group Life Ins and Buy Up	36.14
			Short Term Disability Ins	2.15
			Short Term Disability Ins	2.52
			Short Term Disability Ins	36.02
			Short Term Disability Ins	39.29
		JP MORGAN CHASE BANK	HSA Contribution	48.75
			HSA Family/Dep. Contributi	261.75
		AMEREN MISSOURI	PARKVIEW WELL	344.84
			BLUFF RD WATER TOWER	865.14
			COLLEGE WELL BEHIND CHURCH	1,114.76
		AMEREN MISSOURI	COLUMBIA COLLEGE WELL	1,190.36
			COLUMBIA COLLEGE TOWER	224.03
			TOTAL:	14,962.98
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	77.74
			Dental Insurance Premiums	74.13
			Health Insurance Contribut	114.85
			Health Insurance Contribut	89.11
			Health Insurance Contribut	25.64
			Health Insurance Contribut	40.00
			Vision Insurance Contribut	10.82
			Vision Insurance Contribut	11.73
			Vision Insurance Contribut	1.72
			Vision Insurance Contribut	2.63
			Vision Insurance Contribut	8.67
			Vision Insurance Contribut	10.29
		MO DEPT OF REVENUE	State Withholding	376.72
		INTERNAL REVENUE SERVICE	Fed WH	1,246.89
			FICA	828.28
			Medicare	193.70
		ICMA	Retirment 457 &	47.32
			Retirement 457	111.16
			Loan Repayments	61.77
			Loan Repayments	21.11
			Loan Repayments	42.21
			Retirement Roth IRA	16.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	113.97
			American Fidelity	137.92
			Amerian Fidelity	40.30
			Amerian Fidelity	43.28
		JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	42.93
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	6.13
			Texas Life After Tax	7.21
			TOTAL:	3,829.98
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	182.59
			Dental Insurance Premiums	174.10
			Dental Insurance Premium	15.64
			Dental Insurance Premium	23.92
			Health Insurance Contribu	88.02
			Health Insurance Contribu	96.69
			Health Insurance Contribut	259.78
			Health Insurance Contribut	279.42
			Health Insurance Contribut	1,661.55
			Health Insurance Contribut	1,289.20
			Health Insurance Contribut	568.02
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	10.82
			Vision Insurance Contribut	11.74
			Vision Insurance Contribut	1.73
			Vision Insurance Contribut	2.64
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	10.29
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	50.47
		INTERNAL REVENUE SERVICE	FICA	828.27
			Medicare	193.69
		ICMA	Retirement 401	702.94
		HUSTON, A J	BOOT REIMB	127.88
			REIMB CDL CLASS A	70.00
		PEDROLA, TOM	MILEAGE REIMB 01/14-01/20/	34.73
		PETTY CASH	COOK OUT FOOD	17.40
			GLOVES	4.60
			POSTAGE	11.48
			FITTINGS	19.70
		CORROSION TECHNOLOGIES INC	FILTERS, OXYGEN SENSOR	375.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.38
			American Fidelity	14.59
			Amerian Fidelity	3.23
			Amerian Fidelity	3.54
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	47.45
			Group Life Ins and Buy Up	47.97
			Short Term Disability Ins	2.14
			Short Term Disability Ins	2.53
			Short Term Disability Ins	58.48
			Short Term Disability Ins	60.00
		JP MORGAN CHASE BANK	HSA Contribution	52.50
			HSA Family/Dep. Contributi	338.24
		NEIMAN, ROB	MILEAGE REIMB 01/07-01/13/	16.79
		DUNCAN, CHRIS	MILEAGE REIMB 01/07-01/13/	144.90
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,304.36
			CLEARWOOD LN LOT 9/10	10.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			1222 LANDS END PKWY LS	10.13
			701 PA HE TSE	11.39
			GRINDER PUMPS & LIFT STATI	3,640.38
			5707 OSAGE BEACH PKWY	11.13
			GRINDER PUMPS & LIFT STATI	3,071.04
			GRINDER PUMPS & LIFT STATI	5,284.98
			TOTAL:	23,156.75
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.82
			Dental Insurance Premiums	50.68
			Health Insurance Contribut	31.75
			Health Insurance Contribut	35.50
			Health Insurance Contribut	39.02
			Health Insurance Contribut	40.00
			Vision Insurance Contribut	4.81
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	1.58
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	10.86
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	361.00
		INTERNAL REVENUE SERVICE	Fed WH	1,053.71
			FICA	728.23
			Medicare	170.31
		ICMA	Loan Repayments	39.66
			Loan Repayments	58.83
		AFLAC	Aflac Insurance Premiums	15.67
			Aflac Insurance Premiums	18.70
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	2.86
			Aflac Critical Illness Pol	2.93
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	50.65
			American Fidelity	54.91
			Amerian Fidelity	131.02
			Amerian Fidelity	142.05
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	50.29
			Group Life Ins and Buy Up	60.00
		JP MORGAN CHASE BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	41.67
			TOTAL:	3,288.08
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	112.29
			Dental Insurance Premiums	119.04
			Dental Insurance Premium	31.40
			Dental Insurance Premium	34.16
			Health Insurance Contribut	366.87
			Health Insurance Contribut	399.16
			Health Insurance Contribut	459.29
			Health Insurance Contribut	513.62
			Health Insurance Contribut	864.78
			Health Insurance Contribut	886.34
			Vision Insurance Contribut	4.82
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.58
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	10.86
			Vision Insurance Contribut	11.31

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	728.23
			Medicare	170.31
		ICMA	Retirement 401	571.22
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	10.16
			Aflac Critical Illness Pol	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	41.80
			Group Life Ins and Buy Up	44.18
			Short Term Disability Ins	46.68
			Short Term Disability Ins	49.20
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	5,795.00
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.77
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	30.20
			Health Insurance Contribut	35.50
			Health Insurance Contribut	11.03
			Health Insurance Contribut	12.00
			Vision Insurance Contribut	7.55
			Vision Insurance Contribut	8.61
			Vision Insurance Contribut	1.77
			Vision Insurance Contribut	1.88
		MO DEPT OF REVENUE	State Withholding	60.24
		INTERNAL REVENUE SERVICE	Fed WH	191.72
			FICA	191.65
			Medicare	44.83
		ICMA	Retirement 457	74.57
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.90
			American Fidelity	11.58
			Amerian Fidelity	13.73
			Amerian Fidelity	14.94
			TOTAL:	760.74
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	41.72
			Dental Insurance Premiums	47.62
			Health Insurance Contribut	436.88
			Health Insurance Contribut	513.62
			Health Insurance Contribut	244.39
			Health Insurance Contribut	265.90
			Vision Insurance Contribut	7.55
			Vision Insurance Contribut	8.62
			Vision Insurance Contribut	1.78
			Vision Insurance Contribut	1.89
		AMEREN MISSOURI	DEC LCF RD WELL	9.79
			DEC KAISER TERMINAL BLDG	389.05
			DEC LCF RD HANGAR 2	42.23
			DEC NEW AIRPORT HANGAR	185.23
		INTERNAL REVENUE SERVICE	FICA	191.65
			Medicare	44.83
		ICMA	Retirement 401	191.10
		OZARK HVAC INC	RENTAL HEAT PUMP	4,800.00
		DISH NETWORK	FEB SERVICE	64.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	9.81
			American Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	5.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	6.50
			Short Term Disability Ins	11.49
			Short Term Disability Ins	13.12
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.86
			TOTAL:	7,665.58
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	16.51
			Dental Insurance Premiums	17.74
			Health Insurance Contribut	26.06
			Health Insurance Contribut	28.00
			Vision Insurance Contribut	1.98
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	1.64
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	3.53
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	89.76
		INTERNAL REVENUE SERVICE	Fed WH	287.13
			FICA	199.31
			Medicare	46.61
		ICMA	Retirement 457	19.43
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.15
			Amerian Fidelity	9.96
			TOTAL:	764.61
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	38.78
			Dental Insurance Premiums	41.66
			Dental Insurance Premium	14.88
			Dental Insurance Premium	17.08
			Health Insurance Contribut	173.88
			Health Insurance Contribut	199.58
			Health Insurance Contribut	577.43
			Health Insurance Contribut	620.44
			Vision Insurance Contribut	1.98
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	1.65
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.53
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	199.31
			Medicare	46.61
		ICMA	Retirement 401	196.64
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	5.87
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	10.69
			Short Term Disability Ins	11.48
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	104.14
			TOTAL:	2,317.23
Non-Departmental	TIF - Prewitt's Po	UMB BANK NA	ADMIN FEES PREWITTS TIF 20	1,722.50
			TOTAL:	1,722.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

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

10	General Fund	128,289.37
20	Transportation	16,756.74
30	Water Fund	17,809.45
35	Sewer Fund	26,986.73
40	Ambulance Fund	9,083.08
45	Lee C. Fine Airport Fund	8,426.32
47	Grand Glaize Airport Fund	3,081.84
60	TIF - Prewitt's Point	1,722.50
	GRAND TOTAL:	212,156.03

TOTAL PAGES: 15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES ADVANTAGE	MOUSE, BATTERY, HVY WT FF	36.83
			TOTAL:	36.83
City Clerk	General Fund	MO CITY CLERKS & FINANCE OFFICERS ASSO	DOROTHY URLICKS	15.00
			DIANN WARNER	15.00
		NATIONAL BAND & TAG CO	DOG TAGS	54.35
		STAPLES ADVANTAGE	DATE STAMP, POST-IT NOTES	33.05
			TOTAL:	117.40
Municipal Court	General Fund	STAPLES ADVANTAGE	FILE FOLDERS	18.54
			TOTAL:	18.54
City Attorney	General Fund	THOMSON REUTERS - WEST	INFORMATION CHARGES	249.52
			TOTAL:	249.52
Building Inspection	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC	GROUND CLAMP TESTER	1,383.00
		STAPLES ADVANTAGE	PENS, MONTHLY DESKPAD	28.43
			TOTAL:	1,411.43
Building Maintenance	General Fund	QUILL	FACIAL TISSUE, TP, PAPER T	127.92
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO	63.95
		BESAW ENTERPRISES INC	REMOVE CH LITES & ANGEL WI	300.00
		CENTRAL POWER SYSTEMS & SERVICE	GENERATOR MAINT CITY HALL	811.00
		DULLE OVERHEAD DOORS INC	ROLL UP DOOR REPAIR	90.00
		SHERWIN-WILLIAMS	PAIL LNR, COVERS, LATEX, P	57.02
			PAINT	168.35
			3 INCH 3 PRO-EXTRA SWAN	18.69
			PAINT	168.35
		AB PEST CONTROL	PEST CONTROL	75.00
		GEO-ENTERPRISES, INC	3/4 HP MOTOR, MOUNT RINGS,	389.25
		EZARD'S	GARMENT HOOKS	3.99
		EZARD'S	CABINET FASTENERS	8.40
		STAPLES ADVANTAGE	FRESHNR, TOWELS	184.92
		EDWARD A BARCHENSKI JR DBA CJ ELEC	INSTALL PLUGMOLD	1,190.00
			REPAIR PARKING LOT LIGHTS	435.00
			TOTAL:	4,091.84
Parks	General Fund	PURCELL TIRE & RUBBER CO	TIRES P2	755.47
			BALL JOINTS, ALIGNMENT P2	729.86
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL, FILTERS	50.86
			SHEET TOWELS	7.47
		HEDRICK MOTIV WERKS LLC	2005 FORD F-350 BRAKES	1,896.79
		EZARD'S	FASTENERS	2.32
			TOTAL:	3,442.77
Overhead	General Fund	STAPLES ADVANTAGE	COPY PAPER	84.60
			TOTAL:	84.60
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES	311.32
		WALMART COMMUNITY/GECRB	4X6 CARD HP	22.00
			CHARGERS, AUDIO & SYNC CAB	45.46
		RAY ALLEN MANUFACTURING CO INC	BALL ON A ROPES	23.98
		ED ROEHR SAFETY PRODUCTS INC	BULB MAG RECHARGEABLE	60.88
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	15.28
		LAKE SUN LEADER 81525 & 1586450	VEHICLE EQUIPMENT BID	67.50
		RADIOTRONICS INC	15' TEMP SENSOR & HARDWARE	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IMAGE QUEST	OVERAGE SVC BILLING	11.18
		PSE INSTALLATION	FLASHLIGHT CHARGER INSTALL	25.00
		PETCO	TREATS, TOYS, HAIR DESHED	156.49
		HEDRICK MOTIV WERKS LLC	ENGINE MOUNT, TIE RODS PD2	815.77
			OIL CHG PD19	65.00
			OIL CHG PD31	32.50
			OIL CHG PD17	65.00
			OIL CHG, WIPER BLADES PD32	54.48
			MOUNT & BAL TIRE	10.00
			FRNT SUSPENSION, OIL CHG P	490.03
			MOUNT & BAL PD27	10.00
		OSAGE ANIMAL HOSPITAL	KENNEL PACK	32.76
			BATH	31.50
		ALPHAGRAPHICS	S SNOW BUSINESS CARDS	45.00
		STAPLES ADVANTAGE	COPY PPR	90.62
			TOTAL:	2,541.75
911 Center	General Fund	MSHP CJ TECH FUND	1ST QTR MULES	1,710.00
		NELSON SYSTEMS INC	RADIO, MEDIAWKS, NEXTLOG R	908.94
			TOTAL:	2,618.94
Information Technology	General Fund	NELSON SYSTEMS INC	RADIO, MEDIAWKS, NEXTLOG R	1,600.00
		STAPLES ADVANTAGE	BBL SELF CLING 12X40	12.81
			TOTAL:	1,612.81
Transportation	Transportation	GB MAINTENANCE SUPPLY	PINK PEARL (GAL)	22.84
			FACIAL TISSUE	23.54
		O'REILLY AUTOMOTIVE STORES INC	MOTOR TRT, GALSS CLN	19.47
			KRYLON DUAL, PRINER	25.96
			KRYLON DUAL, PRINER CREDIT	25.96-
		BARNES MARINE INC	CHECK R&R FUEL LINE	30.00
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	3.00
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	43.34
			STREET DEPT FLOOR MATS	6.84
			STREET DEPT UNIFORMS	43.34
			STREET DEPT FLOOR MATS	6.84
		EZARD'S	RAKES	37.28
		STAPLES ADVANTAGE	LINRS, CLPBRD, NOTEBK, DSK	10.50
			LINRS, CLPBRD, NOTEBK, DSK	33.27
			TOTAL:	280.26
Water	Water Fund	RADIO SHACK CORP	LAMPS	4.98
		EZARD'S	SAW BLADES, DUST MASK	12.47
			ICE MELT	29.98
		GB MAINTENANCE SUPPLY	FACIAL TISSUE	23.54
		GOEHRI, GEORGE	FEB INS PREMIUM	82.06
		O'REILLY AUTOMOTIVE STORES INC	MECH GLOVE, SHEET TOWELS	16.97
		AMERICAN PUBLIC WORKS ASSOC	MEMBERSHIP RENEWAL	375.00
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	28.44
			WATER DEPT FLOOR MATS	6.83
			WATER DEPT UNIFORMS	23.97
			WATER DEPT FLOOR MATS	6.83
		ELLIS BATTERY SPECIALISTS LLC	BATTERIES	82.50
			BATTERIES	64.12
		BLUE SPRINGS WINWATER COMPANY	TANDEM SETTER	200.00
		STAPLES ADVANTAGE	LINRS, CLPBRD, NOTEBK, DSK	10.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LINRS, CLPBRD, NOTEBK, DSK	33.26
			TOTAL:	1,001.45
Sewer	Sewer Fund	EZARD'S	FASTENERS	29.98
			AAA BATTERIES	7.99
		GB MAINTENANCE SUPPLY	FACIAL TISSUE	23.54
		TALLMAN COMPANY	GALV GJ UNIONS	29.82
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	162.31
			BATTERY CREDIT	18.00-
			MOTOR OIL	35.94
			HYDRL OIL	45.99
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	DEC FLOWS	40,441.78
		BUTLER SUPPLY CO	BILLING CREDIT	13.23-
			COND HEAVY WALL	227.78
			COMPR COUP, PIPE STRAP, CO	10.71
		LOYD'S ELECTRIC SUPPLY INC	POWER SUPPLY	824.00
			POWER SUPPLY	748.65
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	2.00
		CENTRAL POWER SYSTEMS & SERVICE	GENERATOR MAINT PORTABLE 1	1,059.00
			GENERATOR MAINT KK-1A	745.00
			GENERATOR MAINT KK-37	963.00
			GENERATOR MAINT KK-49	943.25
			GENERATOR MAINT 53-1	1,127.50
			GENERATOR MAINT 29-5	1,048.00
			GENERATOR MAINT 54-3	1,011.00
			GENERATOR MAINT SANDS	2,182.00
		AMERICAN PUBLIC WORKS ASSOC	MEMBERSHIP RENEWAL	375.00
		HD SUPPLY WATERWORKS LTD	RED MARKING PAINT	48.96
			BRONZE BALL VALVES	153.81
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	109.86
			SEWER DEPT FLOOR MATS	6.83
			SEWER DEPT UNIFORMS	48.33
			SEWER DEPT FLOOR MATS	6.83
		ELLIS BATTERY SPECIALISTS LLC	BATTERIES	82.50
			BATTERIES	64.13
		KOVIAK & SON TREE SERVICE LLC	1167 MACE RD TREE REMOVAL	600.00
		STAPLES ADVANTAGE	LINRS, CLPBRD, NOTEBK, DSK	10.50
			LINRS, CLPBRD, NOTEBK, DSK	33.27
			SHEET PROT	12.02
			TOTAL:	53,190.05
Ambulance	Ambulance Fund	WALMART COMMUNITY/GECRB	LIQ DET, AJAX, LYSOL	36.45
		AIRGAS, INC	MEDICAL OXYGEN	42.97
		LAKE SUN LEADER 81525 & 1586450	TYPE III AMBULANCE BID	69.75
		LAKE EMBROIDERY BY DESIGN	SWEATSHIRTS W EMBL	87.80
		BOUND TREE MEDICAL LLC	COVERALLS	28.98
			MEDICAL SUPPLIES	107.53
			MEDICAL SUPPLIES	1,454.68
			MEDICAL SUPPLIES	39.79
			MEDICAL SUPPLIES	98.18
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	173.25
			TOTAL:	2,139.38
Lee C. Fine Airport	Lee C. Fine Airpor	GENESIS LAMP CORPORATION	BEACON BULBS, COUPSL, CLAM	403.57
		CROWN PRODUCTS INC	COALESCR, SEPARATR, FILTRS	1,784.08
			DUST COV OVRWNGS	146.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,334.15
Grand Glaize Airport	Grand Glaize Airpo	BESAW ENTERPRISES INC	AIRPORT BEACON LIGHT	100.00
		GENESIS LAMP CORPORATION	BEACON BULBS, COUPSL, CLAM	389.07
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	23.98
		CROWN PRODUCTS INC	FUEL GUARDS, O-RINGS	179.44
			TOTAL:	692.49

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

10	General Fund	16,226.43
20	Transportation	280.26
30	Water Fund	1,001.45
35	Sewer Fund	53,190.05
40	Ambulance Fund	2,139.38
45	Lee C. Fine Airport Fund	2,334.15
47	Grand Glaize Airport Fund	692.49
	GRAND TOTAL:	75,864.21

TOTAL PAGES: 4

✓ 105567265991

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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach-mo.gov

Planning Dept.: _____
Sewer Dept.: _____
License #.: _____

LIQUOR LICENSE APPLICATION

Date of Application: 1/16/2015 Date Application Received: 1/16/2015

Trade Name of Establishment: Sergio's Taqueria

Mailing Address: 4824 Osage Beach Pkwy #4

Applicant Name: Sergio's Taqueria LLC, Vianney Cervantes
(as it is to appear on license, if corporation, name of corporation and managing officer)

☐ *Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with your application.*

☐ *Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)*

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ___	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ___	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (**Includes Sunday Sales.**)	BPR
f. ___	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package **not to be consumed** on premises. **(Includes Sunday Sales.)**	BPK
g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ✓	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. **(Includes Sunday Sales.)**	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package **not to be consumed or opened** on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package **not to be consumed or opened** on premises. **(Includes Sunday Sales.)**	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. **(Includes Sunday Sales.)**	BWDRK2
m. ___	300.00	Sunday Liquor Sales	LSUN
n. ___	15.00	*Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

✓1006

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-9628 Fax
www.osagebeach-mo.gov

Planning Dept.: _____
Sewer Dept.: _____
License #.: _____

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LIQUOR LICENSE APPLICATION

Date of Application: NOV 18 2014 Date Application Received: JAN 28 2015

Trade Name of Establishment: CELEBRATION CRUISES

Mailing Address: 5085 DAVIS DR OSAGE BEACH MO 65065

Applicant Name: JOSEPH S. HARVEY
(as it is to appear on license, if corporation, name of corporation and managing officer)

☐ *Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with your application.*
☐ *Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)*

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
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g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ✓	375.00 ~~750.00~~	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. **(Includes Sunday Sales.)**	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package **not to be consumed or opened** on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package **not to be consumed or opened** on premises. **(Includes Sunday Sales.)**	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. **(Includes Sunday Sales.)**	BWDRK2
m. ___	300.00	Sunday Liquor Sales	LSUN
n. ___	15.00	*Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

Submission Date: January 28, 2015

Submitted By: City Attorney

Board Meeting Date: February 5, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15.03 - To allow the Mayor to execute an advertising contract with TCLA.

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):

Requesting a first and second reading of Bill 15.03.

Are there any deadlines associated with this action?

Yes. Staff would like to get the program started as soon as possible.

Budget Line / Source of Funds

10-21-754250 Community Promotions

Comments and Recommendation of Department:

This is a request to approve a contract with TCLA to execute a cooperative advertising agreement as discussed during the November 13, 2014 budget workshop as well as the January 8, 2015 Board of Aldermen meeting.

The agreement includes various visual, spoken, and written advertisement items in St. Louis and Kansas City at a cost to the City of $10,000 for placement in FY2015. The City will reimburse TCLA upon receipt of proof of the placement and execution of stated

advertisement. The agreement was updated to include new wording requested by Jim Divincen regarding payment and proof of play.

This is a FY2015 budgeted item in the amount of $10,000 within the 10-21-754250 – Community Promotions line item.

City Administrator Comments and Recommendation:

Concur with the City Attorney's recommendation.

BILL NO. 15-03 ORDINANCE NO. 15.03

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE INTER-GOVERNMENTAL COOPERATIVE AGREEMENT WITH THE TRI-COUNTY LODGING ASSOCIATION TO PROVIDE AN ADVERTISING PROGRAM

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 Inter-Governmental Cooperative Agreement with Tri-County Lodging Association; and

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached contract identified as Inter-Governmental Cooperative Agreement 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. 15.03 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

Approved as to form:

_____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.03.

_____

Penny Lyons, Mayor

_____

Date

ATTEST:

_____

Diann Warner, City Clerk

INTER-GOVERNMENTAL COOPERATIVE AGREEMENT

AN AGREEMENT by and between City of Osage Beach, a city of the fourth class, hereinafter called "City" and the Tri County Lodging Authority, hereinafter called "TCLA."

WHEREAS, the City and TCLA desire to enter into an Agreement for the City to participate in and to provide additional funding to be used for an advertising program to attract visitors and travelers to the City and the Lake of the Ozarks to be organized and managed by TCLA as set out in a advertising program substantially similar to Exhibit "A" attached to this agreement; and,

WHEREAS, the City deems it to be in the best interest of its citizenry to support the advertising program with a contribution towards the cost of the advertising program;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the City and TCLA respectively promise, covenant and agree with each other as follows:

1. **Advertising Program.** TCLA shall cause the execution of the advertising program contained in Exhibit "A" attached to this agreement. TCLA shall be responsible for creation of the advertising spots including all visual art, spoken or written copy and placement of the programming, on various radio stations and other mediums in the Saint Louis and/or Kansas City metropolitan areas. The city approves of the script for the radio spots as set forth in Exhibit "A."

2. **Terms of City Participation.** The City shall be mentioned within the advertising program contained in Exhibit "A." and the City agrees to pay to TCLA up to a the total amount of Ten Thousand Dollars ($10,000.00) as set out in paragraph 5 below.

3. **Failure to Execute the Program.** If TCLA for any reason fails to execute the entire program as set forth in Exhibit "A" the City shall pay for all portions of the program that was received. The City and TCLA agree that for the execution of the advertising program time is of the essence of this agreement.

4. **Alteration in the Program**. No alteration, additions or changes to the advertising program set out in Exhibit "A" shall be made unless agreed to in writing by both parties.

5. **Payment Schedule.** The City shall make payments on the following schedule:

a) Up to $10,000 no later than December 31, 2015 upon receipt of proof of the placement, execution and payment of the advertising spots as described in Exhibit "A."

6. **Conflict of Interest.** TCLA warrants that no officer or employee of the City, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or benefits of this Agreement.

7. **General Conditions.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Both parties warrant and represent that they are duly constituted and incorporated under Missouri law and that they have the right to enter into this agreement and that such agreement is entered into pursuant to the action of their duly and legally constituted authority.

8. **Term.** This Agreement shall be effective as of the date of the signature of the Mayor of the City and shall remain in full force and effect for a period of one (1) year, except in the event the advertising program contained in Exhibit "A" is not fully performed by December 31, 2015 in which case this Agreement shall terminate on December 31, 2015 and both parties shall be relieved of a any further obligations under this agreement.

9. **Incorporation.** This Agreement including Exhibit "A" attached hereto incorporates the entire understanding and agreement of the parties and there are no other or further agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2015.

CITY OF OSAGE BEACH

ATTEST:

_____
Diann Warner City Clerk

By: _____
Mayor Penny Lyons

TRI-COUNTY LODGING AUTHORITY

Approved As To Form:

_____
Edward B. Rucker
City Attorney

By: _____
CHAIRWOMAN

_____
Federal I.D. or S.S.#

EXHIBIT "A"

The advertising program consists of three media components:

a) Cardinal Baseball Network Radio spots,
b) Digital billboard advertising,
c) Search engine marketing;

for calendar year 2015, with a contribution from the City of Osage Beach of $10,000.

Advertising Components - Calendar Year 2015

1. 14, thirty-second radio commercials voiced by Mike Shannon in May and June of 2015.
2. 21, thirty-second radio commercials voiced by Mike Shannon to run July and August of 2015.
3. A minimum of 50,000 total eight-second dwell time reads on the Lamar Panel 6093 digital billboard, to run between the months of April through July, 2015, located approximately 6 miles south of downtown Kansas City, right reading to southbound traffic on I-35.
4. A minimum of 50,000 total eight-second dwell time reads on the CBS Outdoor Panel number 2187A, to run between the months of April through August, 2015, located approximately one mile north of downtown Kansas City, right reading to southbound traffic on I-35.
5. Google, Yahoo and Bing Search Engine word/phrase marketing (with a minimum of currently with 30 word and phrases.

The City accepts the thirty second radio commercial script below:

"Hey Cardinal fans, let me tell you about my favorite vacation destination, Osage Beach, located in the heart of Central Missouri's beautiful Lake of the Ozarks. Make plans now to enjoy the scenic beauty, outstanding shopping, boating, fishing, dining, golf and accommodations that Osage Beach has to offer. Take some time to just relax, unwind, and create some lifelong memories. For more information call 800 FUN-LAKE or visit FUNLAKE.COM. Produced in cooperation with the Missouri Division of Tourism."

Submission Date: **January 21, 2015**

Submitted By: **Public Works Director**

Board Meeting Date: **February 5, 2015**

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-13 – Authorize the Mayor to execute Missouri Highways and Transportation Commission Transportation Alternatives Funds Program Agreement

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 is required for contracts and purchase over $5,000.

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

Requesting first and second reading of Bill 15.13

Are there any deadlines associated with this action?

We have to have this executed so that we can start the process of hiring an engineering firm to complete the plans and specifications for this work.

Budget Line / Source of Funds

20-00-773100 Engineering $580,000

Comments and Recommendation of Department

This agreement provides funding for the construction of sidewalks along Osage Beach Parkway from a location near Arby's to Case Road. This project is titled Osage Beach Parkway – Phase 4. It is set up as 80% federal funds not to exceed $382,459. This agreement is setup for 20% local match.

We will only be doing the engineering work on this project this year. We are looking at construction to begin in 2016.

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

City Administrator's Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-13 ORDINANCE NO. 15.13

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT PROVIDING FOR SIDEWALK IMPROVEMETNS ALONG OSAGE BEACH PARKWAY – PHASE 4, PROJECT TAP – 9900(565).

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 that it is in the best interest of the City to authorize the Mayor to execute the Missouri Highways and Transportation Commission Transportation Alternatives Funds Program Agreement providing for sidewalk improvements along Osage Beach Parkway – Phase 4, Project TAP – 9900(565).

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission Transportation Alternatives Funds Program Agreement 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 upon date of passage.

READ FIRST TIME:_____ READ SECOND TIME:_____

I hereby certify that the above Ordinance No. 15.13 was duly passed on _____, 2015 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. 15.13.

_____

Penny Lyons, Mayor

_____

Date

ATTEST:

_____

Diann Warner, City Clerk

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 01/15 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	TAP - 9900(565)
Award Year:	2015
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. MAP-21 §1122, §101, §106 and §213, SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Sidewalk Improvements along Osage Beach Parkway - Phase 4.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct

progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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 w aiver 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.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. T he Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655,

the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(13) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(14) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(15) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. The federal share for this project will be 80 percent not to exceed $382,459. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(16) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any

progress payments which involve ineligible costs.

(17) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(18) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(19) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) 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.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to

submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) OMB AUDIT: If the City expend(s) five hundred thousand dollars ($500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars ($500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

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

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF OSAGE BEACH

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No _____

Exhibit A - Location of Project

OSAGE BEACH PARKWAY SIDEWALK PHASE 4

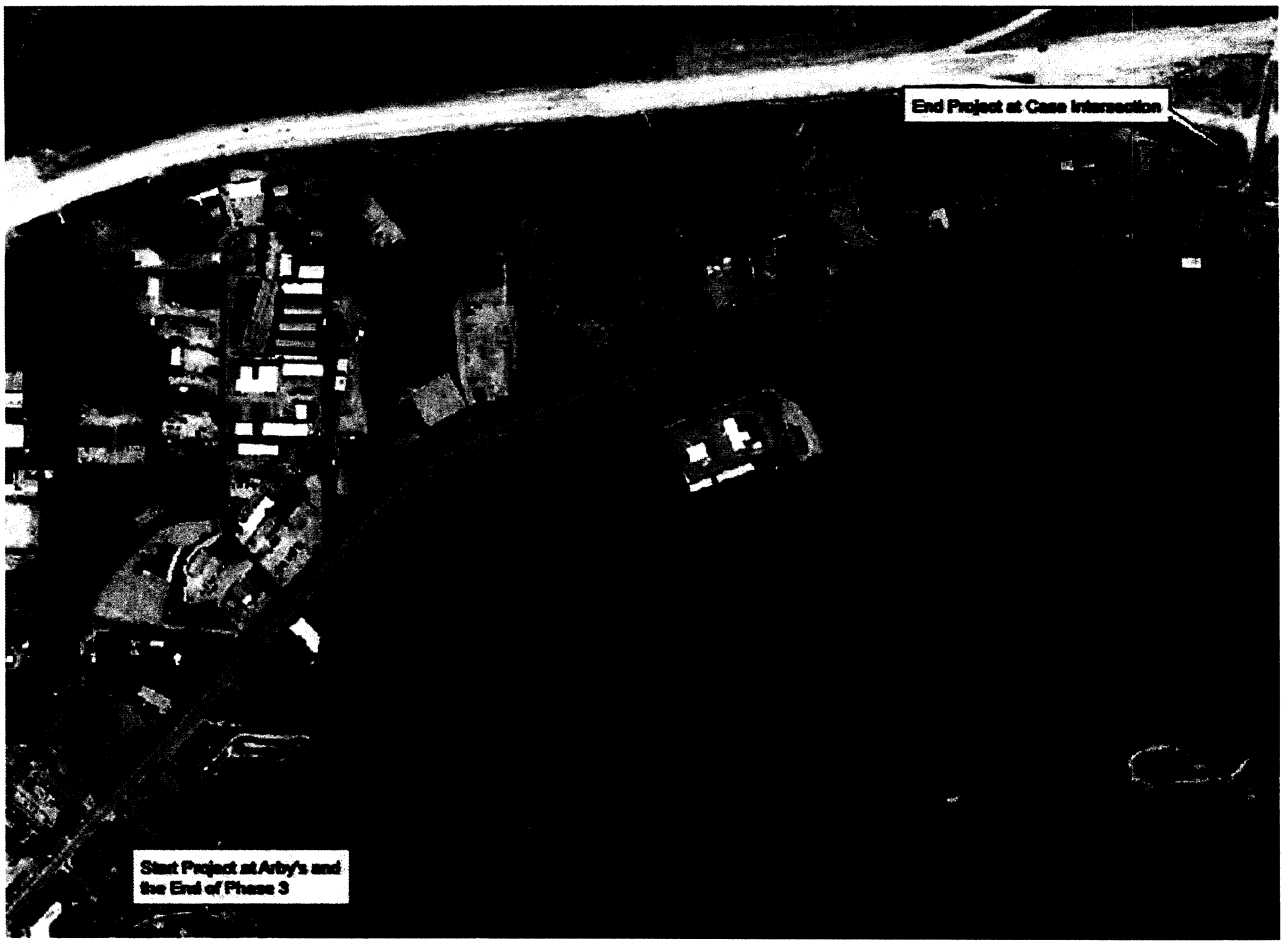

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Exhibit B – Project Schedule

Project Description: TAP-9900(565) - Sidewalk Improvements along Osage Beach Parkway - Phase 4.

Task	Date
Date funding is made available or allocated to recipient	1/9/2015
Solicitation for Professional Engineering Services (advertised)	2/2/2015
Engineering Services Contract Approved	4/1/2015
Preliminary and Right-of-Way Plans Submittal (if Applicable)	10/1/2015
Plans, Specifications & Estimate (PS&E) Submittal	2/1/2016
Plans, Specifications & Estimate (PS&E) Approval	3/1/2016
Advertisement for Letting	4/1/2016
Bid Opening	5/1/2016
Construction Contract Award (REQUIRED)	6/1/2016

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of **Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the** FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a **"Statement of Compliance," signed by the contractor or** subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the **"Statement of Compliance" required by paragraph 3.b.(2) of** this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. **"First Tier Covered Transactions" refers to any covered transaction between a** grantee or subgrantee of Federal funds and a participant (such **as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to** the participant who has entered into a covered transaction with a grantee or subgrantee of Federal **funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a** covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. **"First Tier Covered Transactions"** refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the **prime or general contract**). **"Lower Tier Covered Transactions"** refers to any covered transaction under a First Tier Covered **Transaction (such as subcontracts)**. **"First Tier Participant"** refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds **(such as the prime or general contractor)**. **"Lower Tier Participant" refers any participant who has entered into a** covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Submission Date: **January 26, 2015**

Submitted By: **Public Works Director**

Board Meeting Date: **February 5, 2015**

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-14 – To amend the 2015 Budget in the amount of $43,652

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

Citizens of Osage Beach, City Staff

Why is Board Action Required?

Board approval required for budget amendments.

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

Requesting first and second reading of Bill 15.14

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

35-00-773208 Mace Road – Original Budget $0; Amended to $39,157
30-00-774255 Machinery & Equipment – Original Budget $2,250; Amended to $6,745

Comments and Recommendation of Department:

This budget amendment is for two items. The first is the Aver Road Repairs that were approved at the last Board of Aldermen Meeting. The second is for leak detection equipment. We ordered this item last year. The leak detection equipment showed up on January 6th.

Funds are available for both the Aver Repairs and the Leak Detection Equipment from the unrestricted beginning balances from the sewer fund and water fund, respectively.

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. 15.14 ORDINANCE NO. 15.14

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 14.62 ADOPTING THE 2015 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

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

Section 1. That the 2015 Annual Budget adopted as Ordinance No. 14.62 is hereby amended by appropriating an additional $4,495 to line item 30-00-774255 designated as Machinery & Equipment and appropriating an additional $39,157 to line item 35-00-773208 designated as Mace Road total appropriations as follows:

		Original Item	Amended Item
30-00-774255	Machinery & Equipment	$2,250	$6,745
35-00-773208	Mace Road	$0	$39,157

Section 2. In all other respects the 2015 Annual Budget adopted in Ordinance No.14.62 shall remain in full force and effect.

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

READ FIRST TIME:_____ READ SECOND TIME:_____

I hereby certify that the above Ordinance No. 15.14 was duly passed on _____, 2015 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 15.14

_____

Penny Lyons, Mayor

_____

Date

ATTEST:

_____

Diann Warner, City Clerk

Submission Date: **January 26, 2015**

Submitted By: **Public Works Director**

Board Meeting Date: **February 5, 2015**

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-15 – Authorize the Mayor to execute Missouri Highways and Transportation Commission Sidewalk Improvements Agreement

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 is required for contracts and purchase over $5,000.

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

Requesting first and second reading of Bill 15.15

Are there any deadlines associated with this action?

We have to execute this before we can hire an engineering firm.

Budget Line / Source of Funds

20-00-773100 Engineering

Comments and Recommendation of Department

This is the maintenance agreement for the Osage Beach Parkway Sidewalks Phase 4 Project which is for the installation of sidewalks from a location near Arby's to Case Road. The Case Road Signal on Osage Beach Parkway is still owned and operated by the Missouri Department of Transportation. We are planning on installing sidewalk improvements on the ground owned by MoDOT. This project was budgeted for engineering services only this year. They require this agreement before work can begin.

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

City Administrator's Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-15 ORDINANCE NO. 15.15

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK IMPROVEMENTS AGREEMENT

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 that it is in the best interest of the City to authorize the Mayor to execute the Missouri Highways and Transportation Commission Sidewalk Improvements 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 Sidewalk Improvements Agreement 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 upon date of passage.

READ FIRST TIME:_____ READ SECOND TIME:_____

I hereby certify that the above Ordinance No. 15.15 was duly passed on _____, 2015 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. 15.15.

_____

Penny Lyons, Mayor

_____

Date

ATTEST:

_____

Diann Warner, City Clerk

CCO Form: MT17
Approved: 12/07 (BDG)
Revised: 02/11 (ASB)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT

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

WITNNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Osage Beach Parkway at the Case Road intersection located within the City limits in Camden County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements within the City limits.

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

(1) PROPOSAL: The City proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is Osage Beach Parkway at the Case Road intersection per project TAP-9900(565).

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with

the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) 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.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) 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 City.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) 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.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this

Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) 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.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

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

By_____

Title_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF OSAGE BEACH

By_____

Title_____

ATTEST:

By_____

Title_____

Approved as to Form:

_____

Title_____

Ordinance Number:_____

Submission Date: January 27, 2015

Submitted By: Public Works Director

Board Meeting Date: February 5, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15.16 – Authorize Mayor to execute Missouri Highways and Transportation Commission Amendment to State Block Grant Agreement

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

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

Why is Board Action Required?

Board approval is required for contracts and purchase over $5,000.

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

Requesting first and second reading of Bill 15.16

Are there any deadlines associated with this action?

This needs to be completed for the City to get reimbursed for these expenses

Budget Line / Source of Funds

45-00-774128 Hangar Project

Comments and Recommendation of Department:

This Supplemental Agreement is to cover additional expenses the City incurred during the construction of the Hangar Project at Lee C Fine. They include Ameren's relocate cost, contractor change orders, and CMT's additional cost.

This Supplemental Agreement will reimburse the City in an amount not to exceed $75,011.

The Supplemental Agreement also extends the allocated time to get this work done. It is extended to June 30, 2015.

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. 15-16 ORDINANCE NO. 15.16

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. 12-046B-2

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. 12-046B-2; 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. 12-046B-2 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. 15.16 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

Approved as to form:

_____
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.16.

_____
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.: 12-046B-2

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 June 26, 2013, and executed by the Commission on August 2, 2013, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Six Hundred Eighty-Three Thousand Six Hundred Eighteen Dollars ($683,618) to the Sponsor to assist with Design and Construction of Box Hangars; and

WHEREAS, the Commission previously approved funds for Design and Construction of Box Hangars; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Construction of Box Hangars.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Construction of Box Hangars.

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 Seventy-Five Thousand Eleven Dollars ($75,011) for Design and Construction of Box Hangars subject to the following conditions:

(A) The amount of this grant stated above represents the federal participation of Twenty Thousand One Hundred Sixty Dollars ($20,160) at ninety-five percent (95%) and Fifty-Four Thousand Eight Hundred Fifty-One Dollars ($54,851) at ninety percent (90%) of eligible project costs.

(B) The Sponsor shall provide matching funds of One Thousand Sixty-One Dollars ($1,061) at five percent (5%) and Six Thousand Ninety-Five Dollars ($6,095) at ten percent (10%) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(C) The project will be carried out in accordance with the revised federal grant assurances (Exhibit 1) given by the Sponsor to the Commission as attached to this Amendment #1.

(D) 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 March 30, 2015, or such subsequent date as may be prescribed in writing by the Commission.

(E) Based upon the revised project schedule, the original project time period of December 31, 2013, will be extended to June 30, 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.

[Remainder of Page is Intentionally Left Blank.]

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

_____

Title _____

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF OSAGE BEACH

By _____

Title _____

By _____

Title _____

Approved as to Form:

_____

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
1040 - Preconstruction Conference
1050 - Notice-to-Proceed
1060 - Labor Provisions
1070 - Inspections
1080 - Contract Modifications

1100 - Runway Commissioning
1110 - Airports Geographic Information Systems (AGIS)
1120 - Revising Airport Aeronautical Information
1130 - Runway Commissioning Data
1140 - Commissioning of Non-Federal VGSI

1200 - Equipment Projects
1210 - Federal Provisions
1220 - Sample Bid Documents

1300 - Airport Land Acquisition
1310 - Environmental Site Assessment
1320 - Satisfactory Evidence of Good Title

1400 - Sponsor Force Accounts
1410 - Force Account Overview
1420 - Force Account Engineering Services
1430 - Construction Force Account

1500 - Grant Payments
1510 - DELPHI eInvoicing System
1520 - Making the Grant Drawdown
1530 - Invoice Summary
1540 - Financial Reports
1550 - Payment History
1560 - Improper Payments

1600 - Grant Closeout
1610 - Development Project Closeout
1620 - Equipment Project Closeout
1630 - Grant Amendment
1640 - Planning Grant Closeout

1700 - Post Grant Obligations
1710 - Record Keeping
1720 - Audit Requirements
1730 - Financial Reports
1740 - Compliance
1750 - Pavement Maintenance
1760 - Release of Airport Property

For further information, please contact:

FAA ACE-60901 Locust
Kansas City, Mo 64106-2325
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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 Opportunity[1]
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 Construction[1]
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 Procedures14 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 (DEVS) 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 Show 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	Predesign, 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.

Submission Date: January 26, 2015

Submitted By: Public Works Director

Board Meeting Date: February 5, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15.17 – Authorize Mayor to execute Agreement for Transfer of Entitlements

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

Citizens, MoDOT Aviation, City Staff

Why is Board Action Required?

Board approval is required for contracts and purchase over $5,000.

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

Requesting first and second reading of Bill 15.17

Are there any deadlines associated with this action?

No. Staff would like to proceed as soon as possible.

Budget Line / Source of Funds

45-00-774128 Hangar Project

Comments and Recommendation of Department:

The City receives Non – Primary Entitlements for each airport. We receive $150,000 per year per airport. MoDOT handles these funds for the City. We would like to transfer $54,851 of the 2012 entitlement funds from Grand Glaize to Lee C. Fine. This will utilize the oldest money first.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-17 ORDINANCE NO. 15.17

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSFERRING FEDERAL NON-PRIMARY ENTITLEMENT FUNDS IN THE AMOUNT OF $54,851 OF THE 2012 ENTITLEMENT FUNDS FROM GRAND GLAIZE AIRPORT TO THE LEE C. FINE MEMORIAL AIRPORT

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 authorize the Mayor to execute an agreement with the Missouri Highways and Transportation Commission transferring federal non-primary entitlement funds in the amount of $54,851 of the 2012 entitlement funds from the Grand Glaize Airport to Lee C. Fine Memorial Airport.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached agreement titled, Agreement for Transfer of Entitlements.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 15.17 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. 15.17.

_____

Penny Lyons, Mayor

_____

Date

ATTEST:

_____

Diann Warner, City Clerk

U.S. Department of Transportation
Federal Aviation Administration

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act").

City of Osage Beach—Grand Glaize

(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) or 47114(d)(3)(A) of the Act.

	Amount	Fiscal Year
	$ 54,851	2012
TOTAL	$ 54,851	

on the condition that the Missouri Department of Transportation makes the waived amount available to the Lee C. Fine Memorial Airport for eligible projects under section 47104(a) Act. This waiver shall expire when the availability of apportioned funds would lapse under section 47117(b) of the Act.

FOR THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
BY
MISSOURI DEPARTMENT OF TRANSPORTATION

(Signature)

Michelle Teel, Multimodal Operations

(Typed Name & Title)

(Date)

TRANSFERRING SPONSOR

City of Osage Beach

(Signature)

(Typed Name & Title)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____ acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Missouri and the Act.

Dated at _____ this _____ day of_____,20___.

By _____
(Signature of Sponsor's Attorney)

Submission Date: **January 30, 2015**

Submitted By: **City Attorney**

Board Meeting Date: **February 5, 2015**

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Bill 15-18 – To allow the Mayor to execute a contract with Berkeley Insurance Company for the completion of the Osage Beach Sidewalk Improvement Contract pursuant to the performance bond in Sidewalk Improvement Project No. STP-9900(596)

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

Contractor and subcontractors and suppliers on the project, Citizens of Osage Beach.

Why is Board Action Required?

Board approval required for contracts and purchases over $5,000.

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

Requesting first and second reading of Bill 15.18.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

None.

Comments and Recommendation of Department:

Recommend Approval. J. C. Industries is unable to finish the project and under the performance bond Berkley Insurance Company will finish the contract at the contact amount with the City paying to Berkley the remainder on the contract amount once the work is fully performed and accepted by the City. Approval will allow the contract to be completed.

City Administrator Comments and Recommendation:

At the time of packet creation, a draft contract had not been received; however, when the contract is received staff will forward it onto the Board. In the event this does not happen in a timely manner for the upcoming Board meeting, this item may be postponed.

Concur with the City Attorney's recommendation.

BILL NO. 15-18 ORDINANCE NO. 15.18

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BERKLEY INSURANCE COMPANY FOR THE COMPLETION OF THE OSAGE BEACH PARKWAY SIDEWALK PROJECT UNDER THE PERFORMANCE BOND

WHEREAS, J.C. Industries has abandoned its work on the Osage Beach Parkway Sidewalk Improvement Project and Berkley Insurance Company is responsible for the completion of the project under the performance bond; and

WHEREAS, there is an unpaid balance remaining on the project which should be paid to the insurance company issuing the performance bond upon completion of the project.

NOW, THEREFORE, 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 Berkley Insurance Company for the completion of the Osage Beach Parkway Sidewalk Project under the performance bond ("Exhibit A") in an amount not to exceed $_____.

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. 15.18 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

Bond No. 0179785

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
J.C. Industries, Inc.
PO Box 104567
Jefferson City, MO 65110

SURETY (*Name, and Address of Principal Place of Business*):
Berkley Insurance Company
412 Mount Kemble Avenue, Ste 310N
Morristown, NJ 07960

OWNER (*Name and Address*):
City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, Missouri 65065

CONTRACT
Effective Date of Agreement:
Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Seventy Dollars and 25/100 ($327,770.25)
Description (*Name and Location*): Osage Beach Parkway Sidewalk Improvements, Project No. STP-9900(596)

BOND
Bond Number: 0179785
Date (*Not earlier than Effective Date of Agreement*):
Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Seventy Dollars and 25/100 ($327,770.25)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
J.C. Industries, Inc. (Seal) Contractor's Name and Corporate Seal	Berkley Insurance Company (Seal) Surety's Name and Corporate Seal
By: _____ Signature	By: Kris L. Copra Signature (Attach Power of Attorney)
Tony Adrian Print Name	Kris L. Copra Print Name
President Title	Attorney-in-Fact Title
Attest: Denise Caley Signature	Attest: Ellen Bax Signature
Asst. Secretary Title	Secretary Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker: Winter-Dent & Company, PO Box 1046, Jefferson City, MO 65102, (573) 634-2122
Owner's Representative (*Engineer or other party*): N/A

Executed in 3 Originals

Bond No. 0179785

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
J.C. Industries, Inc.
PO Box 104567
Jefferson City, MO 65110

SURETY (*Name, and Address of Principal Place of Business*):
Berkley Insurance Company
412 Mount Kemble Ave, Ste 310N
Morristown, NJ 07960

OWNER (*Name and Address*):
City of Osage Beach, Missouri
1000 City Parkway
Osage Beach, Missouri 65065

CONTRACT
Effective Date of Agreement:
Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Seventy Dollars and 25/100 ($327,770.25)
Description (*Name and Location*): Osage Beach Parkway
Sidewalk Improvements, Project No. STP-9900(596)

BOND
Bond Number: 0179785
Date (*Not earlier than Effective Date of Agreement*):
Amount: Three Hundred Twenty-Seven Thousand Seven Hundred Seventy Dollars and 25/100 ($327,770.25)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

J.C. Industries, Inc. (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

Tony Adrian
Print Name

President
Title

Attest: Denise Caby
Signature

Asst. Secretary
Title

SURETY

Berkley Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Kris L. Copra
Signature (Attach Power of Attorney)

Kris L. Copra
Print Name

Attorney-in-Fact
Title

Attest: JuEllen Bax
Signature

Secretary
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:
   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)
Surety Agency or Broker: Winter-Dent & Company, PO Box 1046, Jefferson City, MO 65102, (573) 634-2122
Owner's Representative (*Engineer or other*): N/A

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
County of Cole } ss.

On this 13th day of August, 2014, before me personally appeared Kris L. Copra, known to, me to be the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Allison Pickett

Notary Public in the State of Missouri
County of Boone

(Seal)

ALLISON PICKETT
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission # 10108195
My Commission Expires: 11/03/2014

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Kris L. Copra, Louis A. Landwehr, Allison L. Pickett or Darla A. Veltrop of Landwehr Insurance Services, Inc. dba Winter-Dent & Company of Jefferson City, MO*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed ***Ten Million and 00/100 U.S. Dollars (U.S.$10,000,000.00)***, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of August, 2014.

(Seal)

_____
Andrew M. Tuma

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

Submission Date: January 30, 2015

Submitted By: City Clerk

Board Meeting Date: February 5, 2015

City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET

Description of Item:

Request to Change Time for Board of Aldermen Meeting on March 19, 2015 to 4:30 p.m.

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

City, elected officials, citizens of Osage Beach

Why is Board Action Required?

Section 110.110 allows the Board to reschedule meetings.

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

Motion to change the start time of Board of Aldermen meeting on March 19, 2015 to 4:30 p.m.

Are there any deadlines associated with this action?

Yes.

Department Comments:

Alderman Rucker contacted me about the Convention and Visitor Bureau annual dinner on March 19 at Tan-Tar-A and asked if the Board meeting could be scheduled earlier so that elected officials could attend. Staff recommends approval of this request.

City Administrator Comments and Recommendation:

Concur with the City Clerk's recommendation.