



CITY OF OSAGE BEACH  
BOARD OF ALDERMEN MEETING

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

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
May 21, 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 05/07/15 (Page 01)
- Bills List (Page 11)
- Liquor Licenses (Page 23)

**UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

- A. Bill No. 15-45. Authorize Mayor to Execute Contract AEOB12-010 Grand Glaize Airport Obstruction Removal Project. First and Second Readings (Page 24)
- B. Bill No. 15-46. Regulatory Traffic Signs – Removal and Installation of Stop Signs. First and Second Readings (Page 69)
- C. Resolution 2015-03. Resolution Concerning Annexation of Property – Dogwood Hills Golf Course, Inc. (Page 72)
- D. Bid Award. Health/Dental/Vision Insurance (Page 78)
- E. Bid Award. Worker’s Compensation Insurance (Page 79)
- F. Bid Award. Water Meters (Page 80)
- G. Bid Award. Electrical Soft Start for Sewer Department (Page 84)
- H. Authorize Disposal of Surplus Property (Page 85)

## **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

May 7, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, May 7, 2015, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Jeff Bethurem, 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.**

City Treasurer Karri Bell introduced Aubrey Knutson, the new staff auditor who has a banking background with a Bachelor of Science degree, and Tiffany Stark, the new utility clerk who previously worked for the Camdenton School District and whose husband works in the sewer department. Both were welcomed to the City.

Mayor Lyons read Proclamations for National Police Week May 10 to May 16; National Emergency Medical Services Week, May 17 to May 23; and National Public Works Week, May 17 to May 23.

Mayor Lyons thanked everyone involved in responding so quickly when Officer White was injured which has contributed to his positive recovery. She said we are fortunate to live in an area where the businesses and residents continue to support our police and other emergency services so strongly.

Mayor Lyons reported that the Public Works Department continues to do a great job crack sealing the Parkway and she asked motorists to slow down in the work areas and pay attention to the signs. Mayor Lyons reported that the Public Works Department has completed over 365 days' accident free.

Mayor Lyons said that the City has an opportunity to move economic development forward not only for the west side but for future jobs in the Lake area. The Tax Increment Financing Plan for Arrowhead Centre is a "pay as you go" plan, which means there is no risk to any taxing district. Mayor Lyons stated the developer has eight projects within the plan, the first of which is a much needed skilled nursing center. The City is seeing an increase in retirees locating to the area, and studies show there is a need for more senior services. Mayor Lyons asked the Board of Aldermen to pass this application onto the TIF Commission for consideration.

### **Citizens Communications.**

Bob Matula of Lazy Days Road made the Board aware of an abandoned vehicle along Lazy Days Road that until recently had a license plate. He added that it has been there for about a year. He also presented photos of an area where concrete, asphalt and railroad ties are being dumped. He asked the Board of Aldermen to address these problems.

### **Consent Agenda.**

Alderman Rucker moved to approve the consent agenda which includes minutes of the meetings held on April 16, 2015, the bills list as submitted and a liquor license to the City of Osage Beach

# UNAPPROVED

for a change in managing officer. Alderman Marose seconded the motion which was voted on and unanimously passed.

**Unfinished Business.**

None

**New Business.**

**Bill No. 15-38.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TRAVIS HODGE HAULING, LLC FOR GP 302 AND STORM DRAINAGE

The following two bidders responded:

Moon Construction	Base Bid	\$44,515.80
	Alternate	2,700.00
Travis Hodge Hauling	Base Bid	\$38,300.00
	Alternate	3,000.00

Travis Hodge Hauling was the low bidder in the amount of \$38,500. This project was bid with an alternative bid item in the amount of \$3,000. The Public Works Department recommended approval of this ordinance for the award of the contract to Travis Hodge Hauling in the amount of \$41,500; \$9,000 – Misc. Streets/ Roads, \$32,500 – Lift Station Improvements.

Mayor Lyons presented the first reading of Bill No. 15-38 by title only. It was noted that Bill No. 15-38 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-38. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Alderman Rucker questioned the reason the engineer’s estimate was so much lower than the bids. Public Works Edelman explained the fiberglass barrier will be right up against the building and the contractors were concerned there could be damage to the building.

Mayor Lyons presented the second and final reading of Bill No. 15-38 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 15-38. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-38 and to pass same into ordinance: “Ayes:” Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose. “Nays”: None. Bill No. 15-38 was passed and approved as Ordinance No. 15.38.

**Bill No. 15-39.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH PYROTECNICO FIREWORKS, INC.TO PROVIDE A FIREWORKS DISPLAY

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Assistant City Administrator Mike Welty explained that different fireworks proposals were considered for the "Welcome to Summer" free concert and fireworks show. Pyrotecnico was chosen because of their reputation and experience doing shows in the lake area and nationwide. They have done the July Fourth fireworks show for Tan-Tar-A for the last twenty years and they are well known for their shows with U2, Garth Brooks and many other nationally known entertainers. Fred Dehner, General Manager of Tan-Tar-A, and Ed Nicholson, Osage Beach Fire Marshall consider them to be one of top fireworks show providers for the lake area and provided excellent references.

Current sponsors for the Welcome to Summer free concert and fireworks show are Lake Regional Hospital (\$1,500.00) and Lake of the Ozarks Elks Lodge #2517 (\$700.00). Additionally, Central Bank of Lake of the Ozarks is co-sponsoring the fireworks show (\$3000.00). Additional sponsors are currently in the works.

Staff recommended approval.

Alderman Olivarri asked how much the summer event is estimated to cost. Mr. Welty responded that it is estimated to cost between \$16,000 and \$18,000 with approximately \$5,000 in sponsorships.

Mayor Lyons presented the first reading of Bill No. 15-39 by title only. It was noted that Bill No. 15-39 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-39. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-39 by title only. Alderman Rucker moved to approve the second and final reading of Bill No. 15-39. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-39 and to pass same into ordinance: The following roll call vote was taken to approve the second reading of Bill No. 15-39 and to pass same into ordinance: "Ayes:" Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem. "Nays": None. Bill No. 15-39 was passed and approved as Ordinance No. 15.39.

**Resolution 2015-02.** A RESOLUTION REFERRING THE PROPOSED ARROWHEAD CENTRE TAX INCREMENT FINANCING APPLICATION UNDER THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT TO THE OSAGE BEACH TAX INCREMENT FINANCING COMMISSION FOR A PUBLIC HEARING

Mayor Lyons presented Resolution 2015-02 referring Arrowhead Centre Tax Increment Financing Application to the TIF Commission.

City Attorney Ed Rucker explained that the resolution refers to a request from Arrowhead Center for a TIF project for the old Dogwood Golf Course which consists of 228 acres which will be developed in eight separate projects partnered with a Community Development District. He added the Board will vote on each project and the application is sufficient under the City's policy to refer it to the TIF Commission. A work session will be held with the Board of Aldermen and the TIF Commission.

## UNAPPROVED

Alderman Schmitt moved to approve Resolution 2015-02 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve Resolution 2015-02: “Ayes:” Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Walker. “Nays”: None. Resolution 2015-02 referring the Arrowhead Centre TIF application to the TIF Commission was approved.

**Bill No. 15-40.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING A FUNDING AGREEMENT WITH ARROWHEAD DEVELOPMENT GROUP LLC FOR FUNDING THE CITY’S USE OF PROFESSIONAL, LEGAL, PLANNING AND FINANCIAL CONSULTING SERVICES RELATING TO THE CONSIDERATION OF THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN UNDER THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.

City Attorney Ed Rucker explained that Bill No. 15-40 authorizes a funding agreement with Arrowhead Development Group LLC, for coverage of the City’s costs associated with Arrowhead Centre Tax Increment Financing Plan. This will provide that Arrowhead Development Group LLC will deposit funds with the city which will be used for the services of Gilmore and Bell, and if necessary planners or other experts in evaluating the TIF application.

Mayor Lyons presented the first reading of Bill No. 15-40 by title only. It was noted that Bill No. 15-40 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-40. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-40 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 15-40. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-40 and to pass same into ordinance: “Ayes”: Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt. “Nays”: None. Bill No. 15-40 was passed and approved as Ordinance No. 15.40.

**Bill No. 15-41.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GILMORE & BELL FOR SERVICES RELATING TO THE CONSIDERATION OF THE ARROWHEAD CENTRE TAX INCREMENT FINANCING PLAN UNDER THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.

City Attorney Ed Rucker explained that Bill No. 15-41 authorizes the Mayor to execute a professional services contract with Gilmore & Bell Attorneys at Law to advise the City and the TIF Commission in preparing a TIF Plan for the Arrowhead Centre TIF Application. Mr. David Bushek and this firm have represented the City before as expert counsel in these matters with excellent results. City staff has confidence in him and his firm’s abilities and professionalism. The City Attorney recommended approval of this contract.

Mayor Lyons presented the first reading of Bill No. 15-41 by title only. It was noted that Bill No. 15-41 has been available for public review. Alderman Walker moved to approve the first reading of Bill No. 15-41. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## UNAPPROVED

Mayor Lyons presented the second and final reading of Bill No. 15-41 by title only. Alderman Rucker moved to approve the second and final reading of Bill No. 15-41. Alderman Bethurem seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-41 and to pass same into ordinance: "Ayes": Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker. "Nays": None. Bill No. 15-41 was passed and approved as Ordinance No. 15.41.

**Bill No. 15-42.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING A TAKEOVER AGREEMENT WITH BERKELY INSURANCE COMPANY SURETY ON THE OSAGE BEACH SIDEWALK IMPROVEMENT PROJECT.

City Attorney Rucker explained that Bill No. 15-42 authorizes Mayor Lyons to sign a contract for the Berkley Insurance as surety to J.C. Industries, to furnish all labor and material and perform all work for the Osage Beach Parkway Sidewalk Improvement Project in accordance with the terms and provisions of the Performance Bond which is a part of the Original Contract. As required by law and under the terms of the Original Contract JC Industries and Berkley made, executed and delivered to the Owner a Performance Bond and J.C. Industries is in default and financially unable to complete and has terminated its performance of the Original Contract through a voluntary letter of default. The City has called upon the Surety to fulfill its obligations as surety under the terms of the Performance Bond.

It was noted that the project is 95% complete and the City will pay Berkley to finish the job. Alderman Bethurem questioned whether this would also include backfilling. Public Works Nick Edelman responded there is a list for the bonding company to complete and he would follow up on it. Upon a question from Alderman Rucker about payment to subcontractors, City Attorney Rucker said it is Berkley's responsibility to make sure the subcontractors are paid.

Mayor Lyons presented the first reading of Bill No. 15-42 by title only. It was noted that Bill No. 15-42 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-42. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-42 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 15-42. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-42 and to pass same into ordinance: "Ayes": Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri. "Nays": None. Bill No. 15-42 was passed and approved as Ordinance No. 15.42.

**Bill No. 15-43.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING SECTION 610.110 REGARDING THE SIZE OF THE NAME AND PHONE NUMBER REQUIREMENTS FOR TAXI VEHICLES OPERATING WITHIN THE CITY, INCLUDING VEHICLES WHICH OPERATE UPON THE ACCEPTANCE OF DONATIONS OR GRATUITIES AND TAXICAB SERVICE

City Attorney Rucker explained that Bill No. 15-43 amends Section 640.110 Signage regarding the taxi service. This deletes the requirement that the name of the taxi service and the business phone number appear on the side of the vehicle in six inches letters. In all other respects the ordinance remains the same.

## UNAPPROVED

Mayor Lyons presented the first reading of Bill No. 15-43 by title only. It was noted that Bill No. 15-43 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-43. Alderman Walker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-43 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 15-43. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-43 and to pass same into ordinance: "Ayes": Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose. "Nays": None. Bill No. 15-43 was passed and approved as Ordinance No. 15.43.

### **Authorize Application for Well Plugging Grant to Cap Existing Wells on Mace Road.**

Public Works Director Nick Edelman explained that several grants have been received to cap four abandoned well over the past two years. Funds are available through the Missouri Department of Natural Resources for capping wells. Mr. Edelman said there are two existing wells on Mace Road; one owned and maintained by the City and the other is owned and maintained by Holiday Shores. The reason we are looking at capping their well is the proximity of the wells. It is possible that while we are capping the City's well, we could inadvertently grout in their pump inside the casing. If this happens, it would be difficult to remove their pump to cap it. We are proposing to cap both of these existing wells simultaneously.

This project is estimated to cost \$20,000. Holiday Shores will be demolishing their existing well house and this grant will pay for 100% of the cost. Funds are available if the grant is not received or if the grant does not cover the entire cost of capping both wells. Additional funds in the amount of \$15,000 are available in 30-00-774269 Tower & Well Improvements D&R.

The Public Works Department recommended approval.

Alderman Marose questioned how long it takes to get approval. Mr. Edelman responded that it takes a few months after the application is submitted for approval and he added the last time wells were plugged the cost was less than \$20,000. Alderman Rucker questioned whether the wells at Dierbergs had been plugged. Mr. Edelman responded in the affirmative and stated that Dierbergs demolished the well house, abandoned the well and had it plugged. He added that everyone is currently on City water.

Alderman Schmitt moved to authorize the Public Works Director to apply for grant funds to cap two wells located on Mace Road. Alderman Rucker seconded the motion which was voted on and unanimously passed.

### **Authorize Purchase of Road Striping Paint from MoDOT State Bid.**

Public Works Director Edelman said this purchase is for striping paint from the MODOT state bid. He said that road striping paint has a relatively short shelf life (3-months) before the solids start separating from the paint. It is anticipated that the quantity of paint will be purchased in amounts that will complete a specific project, thus resulting in multiple purchases throughout the year.

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The Public Works Department requested authorization to purchase up to \$15,000 worth of paint from Ennis Paint.

Alderman Rucker moved to authorize the purchase of road striping paint in an amount up to \$15,000 from Ennis Paint from the MoDOT state bid. Alderman Marose seconded the motion which was voted on and unanimously passed.

### **Authorize Purchase of Pump Parts from Sewer Department.**

Public Works Director said this is a request to purchase two impellers, one volute and corresponding seals and appurtenances for two pumps at LS 29-5 located at the intersection of Passover and the Expressway. This station has three pumps and two of them are working. One pump has a broken volute and needs a new impeller. It is also anticipated that a second pump will need an impeller as well.

Municipal Equipment was contacted for a price because they are the only distributor for ABS pumps for the City's area. The price for these parts is \$11,444.27.

Alderman Schmitt moved to authorize the purchase of pump parts from Municipal Equipment in the amount of \$11,444.27 as requested. Alderman Marose seconded the motion which was voted on and unanimously passed.

### **Bid Award. Electrical Parts**

Bids were submitted as follows:

CED	\$12,296.25
Reinhold Electric	\$15,267.20

The low bidder is CED in the amount \$12,296.25. Public Works Director Edelman recommended awarding the bid to CED.

Alderman Schmitt moved to award the bid for electrical parts to the low bidder, CED, in the amount of \$12,296.25. Alderman Walker seconded the motion which was voted on and unanimously passed.

### **Appointment to the Board of Adjustment.**

Mayor Lyons asked the Board to confirm the appointment of Louis Mayer to the Board of Adjustment for a five year term ending 2020.

Alderman Marose moved to approve the appointment of Louis Mayer to the Board of Adjustment as requested. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

## UNAPPROVED

### **Appointment to the Board of Appeals.**

Mayor Lyons asked the Board to confirm the appointment of Terry Ross to the Board of Appeals for a five year term ending 2020.

Alderman Bethurem moved to approve the appointment of Terry Ross to the Board of Appeals as requested. Alderman Rucker seconded the motion which was voted on and unanimously passed.

### **Appointments to the Citizen Advisory Committee.**

Mayor Lyons asked the Board to approve the reappointments of Rebecca Green, Don Chisholm, Pat Cantwell, Diana Dorhauer and Linda Melton to two year terms ending 2017.

Alderman Marose moved to approve the appointments as requested. Alderman Walker seconded the motion which was voted on and unanimously passed.

### **Appointments to the Planning Commission.**

Mayor Lyons asked the Board to approve the reappointments of Susan Ebling and Roger Rand to the Planning Commission for terms ending 2019. She also asked the Board to approve the appointment of Nancy Viselli to the Planning Commission to a term ending 2019.

Alderman Schmitt moved to approve the appointments of Susan Ebling, Roger Rand and Nancy Viselli to the Planning Commission. Alderman Rucker seconded the motion which was voted on and unanimously passed.

### **Appointment to the TIF Commission.**

Mayor Lyons asked the Board to approve the reappointment of Randy Winburn to the TIF Commission for a four year term ending 2019.

Alderman Rucker moved to approve the appointment of Randy Winburn to the TIF Commission. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

### **Board Representation on Boards and Commissions.**

The Board must select a member to serve on the Planning Commission, the Joint Sewer Board and on the Liquor Control Board.

Alderman Schmitt moved that Alderman Rucker serve on the Liquor Control Board. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Alderman Schmitt moved that Alderman Walker serve on the Planning Commission. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Alderman Schmitt moved that Alderman Bethurem serve on the Joint Sewer Board. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

# UNAPPROVED

## **Selection of Artwork for Swiss Village Water Tower.**

Public Works Director Nick Edelman explained the painting of Swiss Village Water Tower was included in the 2015 budget. This tower is one of the first things residents and visitors see when entering the City on the west side and the Public Works Department wanted a unique design placed on the tower. Mr. Edelman said they approached the art departments at Camdenton and School of the Osage to discuss the design concept and asked students to submit drawings of their ideas for the tower. Students from both schools submitted 27 different drawings and they were reviewed by staff. The six finalists were submitted for the Board to consider.

Discussion followed on the cost and other designs and ideas that could be depicted on the tower. Alderman Bethurem moved to table the selection of artwork for further information. Alderman Marose seconded the motion which was voted on and unanimously passed.

Alderman Rucker said the Board should consider keeping what is currently on the tower.

## **Ratify City's Mission Statement**

The City Clerk asked the Board to ratify the City's Mission Statement indicating Alderman Bethurem replacing Alderman Kahrs.

Alderman Marose moved to ratify the City's Mission Statement. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

**Bill No. 15-44.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED RELEASING AN UNNECESSARY AND UNUSED SEWER EASEMENT ON THE SITE OF THE PROPOSED CASEY'S GENERAL STORE

City Attorney Rucker explained that Bill 15-44 authorizes the Mayor to execute a quit claim deed for Casey's store. This quit claim deed removes an unnecessary and unused sewer easement on the spot where Casey's needs to build part of the building. Mayor Lyons directed that this be added to the agenda to facilitate the development of the Casey's store. The public works department has mapped the easement and confirmed it is not necessary or useful and may be released by the City.

Mayor Lyons presented the first reading of Bill No. 15-44 by title only. It was noted that Bill No. 15-44 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-44. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-44 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 15-44. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-44 and to pass same into ordinance: "Ayes:" Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem. "Nays": None. Bill No. 15-44 was passed and approved as Ordinance No. 15.44.

# UNAPPROVED

## **Communications from Members of the Board of Aldermen.**

Alderman Marose. On behalf of the Board and staff, Phyllis Marose wished Officer Austin White a speedy recovery. She said she welcomed the challenge of the new TIF development being proposed.

Alderman Bethurem. Jeff Bethurem agreed with Alderman Marose stating that he looks forward to the TIF project proposed by Arrowhead Development Group.

Alderman Rucker. Kevin Rucker expressed his appreciation to Central Bank of Lake of the Ozarks for the National Day of Prayer they had at the bank today.

## **Staff Communications.**

Police Department. Todd Davis reported that Officer White was released from the hospital Saturday and he is expected to make a full recovery. He said the support from the community has been great. Recovery time for Officer White according to Chief Davis is at least six months.

There being no further business to come before the Board, the meeting adjourned at 7:30 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 May 7, 2015.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

**CITY OF OSAGE BEACH  
BILLS LIST  
May 21, 2015**

<b>Bills Paid Prior to Board Meeting</b>	<b>99,690.98</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>116,219.45</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Transfer Prewitt's Pt</b>	<b>0.00</b>
<b>TIF Transfer Dierbergs</b>	<b>0.00</b>
<b>Bills Pending Board Approval</b>	<b>179,504.78</b>
<b>Total Expenses</b>	<b><u>395,415.21</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00			
			Case #31550944	138.46			
			MO DEPT OF REVENUE	State Withholding	3,581.00		
		INTERNAL REVENUE SERVICE	Fed WH	11,362.34			
			FICA	6,598.11			
		ICMA	Medicare	1,543.10			
			Loan Repayment	65.59			
			Retirement 457 &	200.34			
			Retirement 457	1,070.00			
			Loan Repayments	596.14			
			Loan Repayments	508.67			
			Loan Repayments	473.94			
			Loan Repayments	131.82			
			Loan Repayments	103.71			
			Loan Repayments	223.68			
			Loan Repayments	138.87			
			Loan Repayments	476.14			
			Loan Repayments	176.32			
			Retirement Roth IRA %	66.82			
			Retirement Roth IRA	340.00			
			CAMDEN COUNTY ASSOC COURT	CASH APPEARANCE BOND	500.00		
				JP MORGAN CHASE BANK	HSA Contribution	25.00	
		COLE COUNTY ASSOCIATE CIRCUIT COURT	HSA Family/Dep. Contributi	1,540.00			
			CIRCUIT CLERK OF DALLAS COUNTY	CASH APPEARANCE BOND	352.00		
			ONE TIME VENDOR CHARTER COMMUNICATIO	Case No. 12DA-CC00055	118.14		
			OB-135	429.00			
				TOTAL:	30,909.19		
		Mayor & Board	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	EGGS & ISSUES BREAKFAST	12.00	
					TOTAL:	12.00	
		City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	431.02	
					Medicare	100.80	
					ICMA	Retirement 401	426.38
					CAMDENTON AREA CHAMBER OF COMMERCE	EGGS & ISSUES BREAKFAST	12.00
JP MORGAN CHASE BANK	HSA Family/Dep. Contributi				150.00		
TOTAL:	1,120.20						
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	333.63			
			Medicare	78.03			
			ICMA	Retirement 401	332.49		
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00		
			TOTAL:	969.15			
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	454.50			
			Medicare	106.29			
			ICMA	Retirement 401	313.42		
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00		
			TOTAL:	1,024.21			
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	71.61			
			Medicare	16.75			
			ICMA	Retirement 401	72.56		
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.85		
			TOTAL:	212.77			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	334.08	
			Medicare	78.13	
			ICMA	Retirement 401	326.51
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	813.72	
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	351.69	
			Medicare	82.25	
			ICMA	Retirement 401	351.47
			AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	66.91
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
TOTAL:	1,077.32				
Building Maintenance	General Fund	REPUBLIC SERVICES INC CULLIGAN LAKE OF THE OZARKS KEEPING CONDOS CLEAN	CITY HALL APR TRASH SERV	132.41	
			APR WATER SOFTENER SALT	206.80	
			APR JANITORIAL SERV	1,541.67	
			TOTAL:	1,880.88	
Parks	General Fund	REPUBLIC SERVICES INC INTERNAL REVENUE SERVICE	PARK APR TRASH SERV	54.00	
			FICA	224.17	
			Medicare	52.42	
			ICMA	Retirement 401	136.48
			AT&T MOBILITY-CELLS	PARK CELL PHONE	42.33
			JP MORGAN CHASE BANK	HSA Contribution	37.50
			TOTAL:	546.90	
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	130.16	
			Medicare	30.44	
			ICMA	Retirement 401	129.41
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
TOTAL:	365.01				
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	MAY SERVICE	106.72	
TOTAL:	106.72				
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,017.25	
			Medicare	705.64	
			ICMA	Retirement 401	2,921.15
			FORD, SAM	NAPWDS WORKSHOP MEALS	275.00
			AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	24.63
			HOLIDAY INN AT SIX FLAGS	LODGING - NAPWDA WRKSHP	493.35
			JP MORGAN CHASE BANK	HSA Contribution	412.50
				HSA Family/Dep. Contributi	1,275.00
			TOTAL:	9,124.52	
			911 Center	General Fund	AT & T/CITY HALL INTERNAL REVENUE SERVICE
FICA	695.55				
Medicare	162.68				
ICMA	Retirement 401	645.03			
DIRECTOR OF REVENUE	NOTARY APP FEE - B LOONEY	25.00			
MARTINEZ, DILILEXIE	MILEAGE REIMB 04/24/15	42.55			
JP MORGAN CHASE BANK	HSA Contribution	37.50			
	HSA Family/Dep. Contributi	398.15			
TOTAL:	3,388.79				
Planning	General Fund	INTERNAL REVENUE SERVICE			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	56.36
		ICMA	Retirement 401	238.55
		AT&T MOBILITY-CELLS	PLANNER CELL PHONE	24.41
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	710.31
Information Technology General Fund		INTERNAL REVENUE SERVICE	FICA	313.46
			Medicare	73.31
		ICMA	Retirement 401	304.34
		AT&T INTERNET/IP SERVICES	SERVICE 04-16-05/18/15	853.56
		JUSTIN ADRIAN	NETWORK INSTALLATION & SET	5,000.00
		CHARTER COMMUNICATIONS HOLDING CO LLC	MAY SERVICE	265.00
		AT&T MOBILITY-CELLS	SERV 03/13-04/12/15	0.64
			SERVICE 03/13-04/12/15	81.20
			03/23-04/22/15 MDT	812.00
			IT DEPT CELL PHONE	109.24
		VERIZON WIRELESS	SERV 03/22-04/21/15	80.04
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			TOTAL:	7,930.29
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	357.81
		INTERNAL REVENUE SERVICE	Fed WH	1,037.56
			FICA	771.67
			Medicare	180.46
		ICMA	Retirement 457	134.41
			Loan Repayments	39.68
			Retirement Roth IRA	50.75
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	50.66
			TOTAL:	2,643.00
Transportation	Transportation	REPUBLIC SERVICES INC	TRASH SERVICES STREET DEPT	44.14
		INTERNAL REVENUE SERVICE	FICA	771.66
			Medicare	180.47
		ICMA	Retirement 401	776.30
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	3.00
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	75.78
		JP MORGAN CHASE BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	375.00
		AMEREN MISSOURI	KETTERLIN IND PARK	148.04
		AMEREN MISSOURI	STREET LIGHTS	1,408.11
			TOTAL:	3,832.38
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	261.99
		INTERNAL REVENUE SERVICE	Fed WH	807.27
			FICA	573.65
			Medicare	134.16
		ICMA	Retirement 457	103.36
			Loan Repayments	53.74
			Loan Repayments	130.16
			Retirement Roth IRA	59.50
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	14.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	60.16
		ONE TIME VENDOR CORPORATE RESOURCE S	03-1530-07	124.45
		SMITH, KEVIN	04-4490-00	27.55
			TOTAL:	2,349.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Water	Water Fund	REPUBLIC SERVICES INC	TRASH SERVICES WATER DEPT	44.13		
		INTERNAL REVENUE SERVICE	FICA	573.64		
			Medicare	134.17		
		ICMA	Retirement 401	520.29		
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	153.69		
		DOLLISON, JOEY	WORK BOOT REIMB	162.82		
		JP MORGAN CHASE BANK	HSA Contribution	49.88		
			HSA Family/Dep. Contributi	261.75		
		AMEREN MISSOURI	KETTERLIN IND PARK	148.04		
		AMEREN MISSOURI	WELL #2 LK RD 54-59	528.76		
			SWISS VILLAGE WELL	1,797.30		
			TOTAL:	4,374.47		
		NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	421.20
				INTERNAL REVENUE SERVICE	Fed WH	1,385.34
					FICA	831.97
					Medicare	194.59
				ICMA	Retirment 457 &	38.58
	Retirement 457			105.42		
	Loan Repayments			54.55		
	Loan Repayments			21.11		
	Loan Repayments			42.21		
	Retirement Roth IRA			49.75		
CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS			14.00		
JP MORGAN CHASE BANK	HSA Contribution			25.00		
	HSA Family/Dep. Contributi			51.18		
NC Child Support Centralized Collectio	Case Identifier 0005861652			139.38		
	TOTAL:			3,374.28		
Sewer	Sewer Fund			REPUBLIC SERVICES INC	TRASH SERVICES SEWER DEPT	44.14
				INTERNAL REVENUE SERVICE	FICA	831.99
					Medicare	194.57
				ICMA	Retirement 401	821.50
				AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	188.00
		STARK, CHAD	MILEAGE REIMB 04/29-05/05/	19.55		
		JP MORGAN CHASE BANK	HSA Contribution	87.74		
			HSA Family/Dep. Contributi	338.25		
		NEIMAN, ROB	MILEAGE REIMB 0422-0428-15	83.95		
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,572.11		
			709 MALIBU RD 2ND METER	31.65		
			GRINDER PUMPS & LIFT STATI	5,273.66		
			KETTERLIN IND PARK	148.05		
		CARSON, RICHARD W	MILEAGE REIMB 04/29-05/05/	87.40		
		UPTON CUSTOM & COLLISION LLC	2008 DODGE PICKUP REPAIR P	2,510.50		
			TOTAL:	14,233.06		
		NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	378.00
INTERNAL REVENUE SERVICE	Fed WH			1,121.82		
	FICA			720.85		
	Medicare			168.57		
ICMA	Loan Repayments			39.66		
	Loan Repayments			99.04		
	Loan Repayments			54.26		
JP MORGAN CHASE BANK	HSA Family/Dep. Contributi			41.67		
ONE TIME VENDOR MED-PAY, INC	AMBULANCE SERV REFUND			442.75		
	TOTAL:			3,066.62		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	720.85
			Medicare	168.57
		ICMA	Retirement 401	563.76
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.20
		AMBULANCE REIMBURSEMENT SYSTEMS INC	APRIL AMBULANCE BILLING	837.17
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	2,634.05
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	69.60
		INTERNAL REVENUE SERVICE	Fed WH	222.50
			FICA	233.59
		ICMA	Medicare	54.63
			Retirement 457	74.00
			TOTAL:	654.32
Lee C. Fine Airport	Lee C. Fine Airpor	REPUBLIC SERVICES INC	LCF APR TRASH SERV	59.51
			TRASH SERVICE LCF AIRPORT	66.97
		AMEREN MISSOURI	LO STATE PARK LOCALZR	36.69
			AIRPORT FIREHOUSE	92.07
		INTERNAL REVENUE SERVICE	FICA	233.59
			Medicare	54.63
		ICMA	Retirement 401	231.65
		DISH NETWORK	SERVICE 04/29-05/28/15	64.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.00
			TOTAL:	959.11
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	61.40
		INTERNAL REVENUE SERVICE	Fed WH	205.84
			FICA	166.53
		ICMA	Medicare	38.94
			Retirement 457	20.00
			TOTAL:	492.71
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	APR UTILITY FEES	41.98
		AMEREN MISSOURI	GG AIRPORT HANGAR	40.22
			AIRPORT RD HWY 54	182.69
			GG AIRPORT SHOP	27.94
			957 AIRPORT RD	10.29
			TBLC EXT D GG AIRPORT	43.66
			GG AIRPORT HANGAR	15.51
			GG AIRPORT SLEEPY	9.79
		INTERNAL REVENUE SERVICE	FICA	166.53
			Medicare	38.94
		ICMA	Retirement 401	164.96
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	885.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
10  General Fund                60,191.98
20  Transportation              6,475.38
30  Water Fund                  6,724.46
35  Sewer Fund                  17,607.34
40  Ambulance Fund             5,700.67
45  Lee C. Fine Airport Fund    1,613.43
47  Grand Glaize Airport Fund   1,377.72
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                                GRAND TOTAL: 99,690.98
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TOTAL PAGES: 6

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
City Administrator	General Fund	STAPLES ADVANTAGE	PENS, CLOCK, AA BATTERIES	22.32			
			TOTAL:	22.32			
City Clerk	General Fund	MO CITY CLERKS & FINANCE OFFCRS ASSOC LAKE SUN LEADER 81525 & 1586450 MO DEPT OF REVENUE STAPLES ADVANTAGE GENERAL CODE LLC	MEMBER DUES 05/01/15-04/30	40.00			
			ANNUAL SUBSCRIPTION	181.05			
			APR SALES TAX REPORT	35.00			
			A-Z TABS, LABELS, COTTON P	106.74			
			ANNUAL MAINTENANCE	1,195.00			
TOTAL:	1,557.79						
City Treasurer	General Fund	STAPLES ADVANTAGE	POST-ITS, LABELS, ELEC STA	92.39			
			TOTAL:	92.39			
Municipal Court	General Fund	WASHBURN, WILLIAM F	MAY MUNICIPAL JUDGE SERV	1,763.17			
			TOTAL:	1,763.17			
City Attorney	General Fund	THOMSON REUTERS - WEST	INFORMATION CHARGES	267.15			
			TOTAL:	267.15			
Building Inspection	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC PRECISION AUTO & TIRE SERVICE LLC STAPLES ADVANTAGE WEX BANK	ATCFAULT3 TESTER	216.45			
			OIL CHG, STATE INSP BD1-MO	69.19			
			PHONE MESSAGE BK, STABLES	22.56			
			BLDG DEPT FUEL	92.10			
			TOTAL:	400.30			
Building Maintenance	General Fund	ELECTRONICS UNLIMITED CONSOLIDATED ELECTRICAL DISTR, INC  PRAIRIEFIRE COFFEE & ROASTERS  LAKE RECHARGE & FIRE EQUIPMENT LLC LOWE'S KEEPING CONDOS CLEAN GEO-ENTERPRISES, INC EZARD'S MICHAEL T CRINER DBA	MOVE EXTS 222, 285	65.00			
			LIGHT BULBS	124.74			
			PIGTAIL, PVC GROUNDING CON	12.93			
			CABLE, GRDG PLG, GRDG CONN	26.25			
			WATER COOLER RENTAL	38.51			
			COFFEE	89.80			
			BACK FLOW INSPECTIONS	100.00			
			MSCLE RCK, 8' 6OUT SURGE	98.55			
			CITY HALL MAY JANITORIAL S	1,541.67			
			REPLACE AMBULANCE UNIT	4,900.00			
			DRILL BITS	8.98			
			TOILET REPAIRS	311.00			
			TOTAL:	7,317.43			
			Parks	General Fund	MEEKS BUILDING CENTER  GB MAINTENANCE SUPPLY MOTOR HUT  O'REILLY AUTOMOTIVE STORES INC  PAUL'S CASH SAVER #602 LOWE'S  EZARD'S  TURFMARK SERVICES LLC	COUPLING	1.49
						COUPLINGS	2.56
CLNR, SPRAY NINE, LINERS, T	98.80						
GRASSHOPPER IGN SWITCH	73.70						
GRASSHOPPER REPAIR	1,267.03						
GASKET MTRL	17.48						
9V BATTERIES	8.99						
GASKET MTRL	12.99						
SODA, JHNSNVIL BEEF, SEASO	57.39						
DOOR, KNOB, SHIMS	130.66						
CABINETS	475.30						
RETURNED CABINETS	475.30-						
RETURN CABINETS	893.00-						
COUPLES, BUSHING, TEE	7.56						
PAINT	5.99						
FERTILIZE BALLFIELDS	1,400.00						
EXTEND INFLD RADIUS-PEANIC	1,700.00						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WEX BANK	PARK DEPT FUEL	661.45
			TOTAL:	4,553.09
Overhead	General Fund	XEROX CORPORATION	APRIL CHARGES	360.30
		LOWE'S	CLOSET ROD, GAS CAN	122.89
			17 GAL CRATE, SAMSUNG WF H	67.39
		WILLIAMS KEEPERS LLC	2014 AUDIT BILLING #4	4,000.00
		STAPLES ADVANTAGE	COPY PAPER	56.14
			TOTAL:	4,606.72
Police	General Fund	ED ROEHR SAFETY PRODUCTS INC	RED/WHITE & BLUE/WHITE LIG	248.89
		GULF STATE DISTRIBUTING INC	CASES	2,690.00
		LAKE CLEANERS	UNIFORM CLEANING	581.50
		OUTDOOR WARNING CONSULTING LLC	PUSH BMPRS, LITE BARS, PAR	2,529.97
		GALLS LLC	E-Z JIMS, WEDGES	107.76
		HEDRICK MOTIV WERKS LLC	MOUNT & BAL TIRE	25.10
			OIL CHG PD15	65.00
			OIL CHG PD33	65.00
			OIL CHG PD24	65.00
			MOUNT & BAL, TIRE DISPOSAL	25.10
		ALPHAGRAPHICS	GENERIC BUSINESS CARDS	45.00
		HAMPTON INN & SUITES COLUMBIA	IAPE TRAINING LODGING	218.00
		STAPLES ADVANTAGE	TONER, LBLs, LYSOL, WIPES	205.93
			KCUP COFFEE, TEA	39.55
		KING, GINA	IAPE TRAINING MEALS	75.00
		WEX BANK	POLICE DEPT FUEL	3,552.05
			POLICE DEPT CAR WASHES	191.19
			TOTAL:	10,730.04
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	PH ROBINSON	81.00
		WEX BANK	PLANNING DEPT FUEL	42.00
			TOTAL:	123.00
Information Technology	General Fund	ELECTRONICS UNLIMITED	ELECTRONICS UNLIMITED	494.70
		DELL SOFTWARE INC	MAINTENANCE RENEWAL	1,498.75
		SYNERCOMM INC	ETHERNETS, SRX SERV GATEWA	2,651.32
			TRANSCIEVER MODULES	238.63
		DELL MARKETING LP	COMPELLENT SC200 ENCLOSURE	10,131.92
			SC4020 10GB iSCSI- 4PORTS	53,706.99
		CIVIC PLUS	ANNUAL SUPPORT	2,160.00
		AOS, LLC	EMC RENEWALS	7,701.40
			TOTAL:	78,583.71
Emergency Management	General Fund	HI-TECH AUTO BODY INC	REMOVE DECALS	189.00
			TOTAL:	189.00
Economic Development	General Fund	GILMORE & BELL PC	DIERBERGS TIF	516.25
			TOTAL:	516.25
Transportation	Transportation	XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	50.36
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	6.71
			TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	6.71
			TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	6.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PAUL'S CASH SAVER #602	ICE	12.90
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SUGAR	37.79
			WATER COOLER RENTAL	35.00
		LOWE'S	6' COMMERCIAL GRD CENTE	14.24
		KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	97.22
		MURPHY TRACTOR & EQUIPMENT CO INC	DIAMOND MOWER	20,434.00
		STAPLES ADVANTAGE	COPY PPR, SHARPIE, AVERY V	26.80
		WEX BANK	ENG -TRANS FUEL	53.13
			TRANS DEPT FUEL	1,524.25
			TRANS GPS	164.00
			TOTAL:	22,592.25
Water	Water Fund	MIDWESTERN SAFETY EQUIPMENT CO INC	GLOVES	123.51
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	50.35
		EZARD'S	BATTERIES, BROOM	33.97
			SAW BLADES	22.97
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	23.40
			WATER DEPT FLOOR MATS	6.72
			WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	6.72
			WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	6.72
		MO ONE CALL SYSTEM INC	LOCATES	55.90
		O'REILLY AUTOMOTIVE STORES INC	FLOORMATS	20.00
		WATERWORK SPECIALTIES INC	WATER METER	3,150.00
		POSTMASTER	UTILITY BILL POSTAGE	400.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SUGAR	37.78
		PSE INSTALLATION	LIGHTBAR INSTALLATION #58	62.50
		HD SUPPLY WATERWORKS LTD	2-12 GA COPPERHEAD BLUE 50	144.00
		APAC MO INC	1" BASE	302.75
		LOWE'S	1LB SHOCK TREATMENT	11.32
			6' COMMERCIAL GRD CENTE	14.24
			TUBING, 20V MAX 1/2 HT WRE	313.49
			TUBING, 20V MAX 1/2 HT WRE	78.48
		KEEPING CONDOS CLEAN	WATER JANITORIAL SERV	97.22
		EZARD'S	DEEP WOODS OFF	12.98
		STAPLES ADVANTAGE	COPY PPR, SHARPIE, AVERY V	26.80
		WEX BANK	ENG -WATER FUEL	53.13
			WATER DEPT FUEL	885.54
			WATER GPS	164.00
		UPTON CUSTOM & COLLISION LLC	BEDLINER	225.00
			TOTAL:	6,381.95
Sewer	Sewer Fund	MIDWESTERN SAFETY EQUIPMENT CO INC	GLOVES	123.51
		XEROX CORPORATION	BASE & EXCESS PRINT CHRGS	50.36
		EZARD'S	GFCI SMARTLOCK	16.99
			DRILL BITS	21.98
		FASTENAL CO	QUICKLINKS	49.77
			10-32X3/8S/S SHCS	0.14
			LENOX LAZERS	81.27
			LENOX LAZERS CREDIT	81.27-
			R RINGS	1.45
			HCS 1/2-13X2.5 YZ8	1.01
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	6.72
			SEWER DEPT UNIFORMS	43.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEWER DEPT FLOOR MATS	6.72
			SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	6.72
		MO ONE CALL SYSTEM INC	LOCATES	55.90
		EVOQUA WATER TECHNOLOGIES LLC	ODOPHOS	9,602.50
		TALLMAN COMPANY	PVC GLUE, CLEANER, TRCH BL	182.73
		O'REILLY AUTOMOTIVE STORES INC	FLOORMATS	19.99
		CONSOLIDATED ELECTRICAL DISTR, INC	PULL-IT, 1" CONDUIT CPLG-E	13.12
		POSTMASTER	UTILITY BILL POSTAGE	400.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SUGAR	37.78
		LOYD'S ELECTRIC SUPPLY INC	PVC, GALV CONDUIT, WIRE	1,469.34
			MIMU9581RXLOGAMS	251.06
			CHXTPAXSALLS	50.42
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	2.00
		PSE INSTALLATION	LIGHTBAR INSTALLATION #58	62.50
			LIGHTBAR INSTALLATIONS #6	200.00
		HD SUPPLY WATERWORKS LTD	PVC CLEANER, CEMENT	66.30
		LOWE'S	ROOF-TITE, BRUSH	15.16
			ROOF SEALANT	26.70
			CABLE TIES	53.82
			BROOMS, SQUEEGEE	93.97
			6' COMMERCIAL GRD CENTE	14.24
		KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	97.22
		CORROSION TECHNOLOGIES INC	MAINTENANCE PLAN	574.83
		FINLAY CRANE SERVICE LLC	CRANE TO HOIST PUMPS	468.75
		STAPLES ADVANTAGE	COPY PPR, SHARPIE, AVERY V	26.81
		LO ENVIRONMENTAL LLC	WATER TESTING	540.00
		WEX BANK	ENG -SEWER FUEL	53.13
			SEWER DEPT FUEL	1,028.28
			SEWER GPS	164.00
		UPTON CUSTOM & COLLISION LLC	BEDLINER	225.00
			TOTAL:	16,212.11
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	164.28
			MEDICAL SUPPLIES	2,015.46
		WEX BANK	AMB DEPT FUEL	223.85
			TOTAL:	2,403.59
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	HEARTLAND & SATELLITE EQUI	46.00
			JET A FUEL	18,215.58
		O'REILLY AUTOMOTIVE STORES INC	ATO30 PRO-PA	8.99
		LOWE'S	ASPHALT, CONCRETE PATCH	33.55
		VAISALA INC	PREVENTIVE MAINT	2,523.75
		EZARD'S	GG CHARGE	20.42
			KEYS, BULBS	10.16
			CM SCKT & ADAPTER	25.48
		O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER	48.06
			STARTER SWITCH, BATTERY CA	25.28
		WEX BANK	LCF FUEL	42.03
			TOTAL:	20,999.30
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	HEARTLAND EQUIP CHG	16.00
		LOWE'S	ASPHALT	26.56
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 05/16-06/15/15	71.15
		EZARD'S	9V BATTERIES	13.99
			DRILL BIT, HOLE SAW, FSTNE	17.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STORES INC	AIR FILTER	9.99
			FUEL FILTER	13.09
		WEX BANK	GG FUEL	<u>25.42</u>
			TOTAL:	193.22

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

10	General Fund	110,722.36
20	Transportation	22,592.25
30	Water Fund	6,381.95
35	Sewer Fund	16,212.11
40	Ambulance Fund	2,403.59
45	Lee C. Fine Airport Fund	20,999.30
47	Grand Glaize Airport Fund	193.22
----- GRAND TOTAL: -----		179,504.78

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## 2015 Liquor License Renewals

Applebee's #52091  
Arris Pizza & Pub  
Backwater Jack  
Bear Creek Valley Golf Club  
Bridgeview Marina  
C Bros  
Casey's General Store  
Celebration Cruises  
Chili's Grill & Bar  
City of Osage Beach  
Dierbergs Lakeview Pointe  
Dog Days Bar & Grill  
Dollar General #195  
Domenico's Italian Restaurant  
Eagle Lanes  
Elks Lodge #2517  
Flirt LLC  
Formula Boats of Missouri  
Go-Fast Betty's  
Half Sauced Barbeque  
Heroes Sports Saloon, LLC  
Hy-Vee Food Store  
Hy-Vee Gas  
Imo's Pizza  
Inn at Grand Glaize  
J Bruners Restaurant LLC  
Jake's Steak & Fish  
Kelly's Port Boat Store  
Kirkwood Lodge  
KK Eagle Stop  
Lake Liquor & Tobacco  
Linda Nails  
Mexicali Blues  
Molotoft Cocktails Bar & Grill  
Moorings Gas & Yacht Supply  
Murphy Oil USA Inc  
On the Rise  
Outback Steakhouse of Florida  
Parkway Eagle Stop  
Paul's Supermarket Inc.  
Pizza Hut  
Poop Deck & Tiki Bar  
Quick Stop  
Rapid Roberts #113

Sergio's Taqueria  
Shells Pasta Emporium, LLC  
Surdyke's Port 20  
Sycamore Creek Golf Club  
Target Store #1914  
Topsider  
Vista Grande Inc.  
Wal-Mart Supercenter #815  
Walgreens #1142  
WFO Waverunner  
Wobbly Boots LLC  
Woodys Tavern & Sports Bar

**Submission Date:** May 12, 2015  
**Submitted By:** Public Works Director  
**Board Meeting Date:** May 21, 2015

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

**Description of Item:**

Bill 15-45 – Authorize Mayor to execute Engineering Contract AEOB15-010 Grand Glaize Airport Obstruction Removal Project

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

Citizens of Osage Beach, staff, contractors

**Why is Board Action Required?**

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

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

Requesting first and second reading of Bill 15.45.

**Are there any deadlines associated with this action?**

Yes, this project and the resulting construction contract will utilize the soon to expire Non-primary entitlement funds for the Grand Glaize Airport.

**Budget Line / Source of Funds**

47-00-774128 Airport Capital

**Comments and Recommendation of Department:**

This project is to remove obstructions around the Grand Glaize Airport. We will be removing trees from the existing property and the recently acquired property.

We have done work with CMT in the past and have been happy with the results. This contract is set up with a not to exceed amount of \$10,350.

FFA thru MoDOT Aviation will be reimbursing this project at 90%. The City's cost for this work will be 10%. A separate grant agreement will be coming to you in the future for reimbursement.

The Public Works Department recommends approval of this ordinance.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

BILL NO. 15-45

ORDINANCE NO. 15.45

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ENGINEERING SERVICES AT THE GRAND GLAIZE MEMORIAL AIRPORT

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services to accomplish a tree clearing project at the Grand Glaize Memorial Airport; and

WHEREAS, the City has determined Crawford, Murphy & Tilly, Inc. is able to provide such services as described in Exhibit 1 of this agreement titled Tree Clearing.

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 Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed ten thousand three hundred fifty dollars (\$10,350.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 15.45 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. 15.45.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Penny Lyons, Mayor

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**EXHIBIT 1**

***[attached]***

Airport Name: Grand Glaize Memorial Airport  
 Project No.: TBD  
 County: Camden

**AVIATION PROJECT CONSULTANT AGREEMENT**  
 (FEDERAL ASSISTANCE)  
 (Revision 01/01/11)

THIS AGREEMENT is entered into by Crawford, Murphy, & Tilly, Inc. (hereinafter the "Consultant"), and the City of Osage Beach, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Grand Glaize Memorial Airport.

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT.

WHEREAS, while the Sponsor intends to accomplish a project at the Grand Glaize Memorial Airport as listed in Exhibit I of this Agreement, entitled "Tree Clearing", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 CFR. Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "TEA-21" means the federal Transportation Equity Act for the 21<sup>st</sup> Century.

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or

in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

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

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): 0.0%.

(8) SUBCONSULTANTS:

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

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
TBD	TBD	Property Corner Survey

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT or the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds \$25,000. Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) For and in consideration of the preliminary, design, bidding, and special services called for in this agreement, Sponsor shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified below plus a fixed fee of **\$1,148.73** for a total not to exceed amount of **\$10,350.00**, which is shown in Exhibit IV-2 and IV-3, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms

and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with **Microstation V8i**. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (C) and (D).

(F) Notwithstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT and the FAA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related 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, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or MoDOT, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant 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 Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive

possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or MoDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

6. 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 provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the the State of Missouri. The parties agree that this Agreement is entered into at Osage Beach, Missouri and substantial elements of its performance will take place or be delivered at Osage Beach, Missouri, by reason of which the Consultant consents to venue of any action against it in the State of Missouri. The Consultant shall cause this provision to be incorporated

into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Mr. Nicholas Edelman, P.E., Public Works Director		
SPONSOR'S NAME	City of Osage Beach, Missouri		
SPONSOR'S ADDRESS	1000 City Parkway Osage Beach, Missouri 65065		
PHONE	573-302-2020	FAX	573-302-2039
E-MAIL ADDRESS	nedelman@osagebeach.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Brian Hutsell, P.E., Project Manager		
CONSULTANT'S NAME	Crawford, Murphy, and Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 Saint Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	bhutsell@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) 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 Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are \$25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

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

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Sponsor the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sponsor:  
City of Osage Beach, Missouri

Consultant:  
Crawford, Murphy, and Tilly, Inc.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Title: Mayor

Title: President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I****PROJECT DESCRIPTION**

1. Perform field survey to identify where title documents show airport control.
2. Perform title research necessary to verify airport property interest.
3. Prepare tree clearing plan set.
4. Prepare tree clearing plan documentation including letter format design report, contract documents, engineer's opinion of probable cost, project budget, technical specifications, and required sponsor certifications.
6. Develop and submit Categorical Exclusion checklist.
7. Prepare bid documents and bid tabulations including tree clearing plans, contract documents, technical specifications, advertisement for bids, and recommendation of contract award.

## EXHIBIT II

### SCOPE OF SERVICES

#### **Background**

The Grand Glaize Memorial Airport is a public-use general aviation airport that is included in the National Plan of Integrated Airport Systems (NPIAS). In order to both support the Airport's use and allow continued safe operation at the facility, the City of Osage Beach, as Sponsor to the Airport, desires to develop a tree clearing plan to address trees located in the Runway Protection Zone (in recently acquired parcels), as well as other trees located on airport property along the southwest airport property line.

#### **Task 1.0 - Preliminary Phase**

##### **Task 1.1 - Scope & Schedule/Site Visit**

A scope of services will be prepared describing each item of work required for completion of the project based on guidance provided by the Sponsor and the Missouri Department of Transportation (MoDOT) and in accordance with appropriate FAA Advisory Circulars (AC 5300-13 Change 16, *Airport Design*). Project parameters will be established and defined through telephone calls, meetings, and discussions with the Airport, MoDOT, and key stakeholders. A schedule identifying project milestones will also be prepared. Coordination of the work scope will be conducted with the Sponsor and MoDOT. This task includes efforts necessary to mobilize the project including development of the work scope necessary for approval of the agreement. Up to one (1) meeting will be held with the Sponsor to discuss the overall objectives of the project and review a preliminary outline of services.

A site visit to identify isolated trees or unique characteristics of the clearing area will also be included.

##### **Task 1.2 - Preliminary Cost Estimate**

The Consultant will develop a preliminary engineer's opinion of probable cost and budget for the tree clearing project.

#### **Task 2.0 - Design Phase**

##### **Task 2.1 – Property Corners Survey/Survey Plan**

The Consultant will develop a Survey Plan to provide to a surveying subconsultant firm to establish/rediscover existing property boundary corners and clearing limits. This work may be omitted from this contract and the responsibility transferred to the successful bidder, but will be included in this agreement for the time being.

##### **Task 2.2 - Property Research**

The Consultant will acquire property deed info for the affected parcels and summarize their content for the surveying subconsultant and/or contractor.

##### **Task 2.3 – Construction Plans**

A set of tree clearing plans will be developed for incorporation with the Contract Documents/Technical Specifications to delineate the proposed project parameters. The tree clearing plans will generally include:

- Title sheet with project name/description, location map, index of sheets and runway data table
- General airport layout plan with safety/construction phasing plan.
- Tree clearing sheets including demolition and clearing/grubbing plan.
- General notes and summary of quantities sheet

#### **Task 2.4 – Design Report (Letter Format)**

The Consultant will prepare and present a letter-format design report to MoDOT to detail the project clearing plans. The report will identify all currently owned parcels, acreages of areas to be cleared.

#### **Task 2.5 - Clearing Plan Documentation**

The Consultant will revise plan quantities and preliminary engineers' opinion of probable cost and project budget in preparation of a final cost estimate. Construction Plans will be reviewed with consideration to comments received from the Sponsor and MoDOT, and final copies will be sealed. Contract documents and Technical Specifications will be prepared and submitted along with the final engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT. The Sponsor will be provided with two (2) copies and MoDOT one (1) copy. The Consultant will assist the Sponsor with completion of sponsor certifications as required by FAA and MoDOT for the proposed project. Final copies of all required project documentation will be submitted to the Sponsor and MoDOT.

#### **Task 2.6 - Categorical Exclusion**

A Categorical Exclusion checklist will be completed in compliance with FAA Orders 1050.1E and 5050.4B and the Council on Environmental Quality's (CEQ) regulations for implementation of NEPA. Technical analysis of the direct and indirect environmental effects of the proposed project for specific impact categories listed in the FAA Order 1050.1E, Environmental Impacts: Policies and Procedures will be performed to complete the Environmental Consequences Checklist. A Sponsor's Proposed Action exhibit will be prepared to delineate the boundaries of the proposed project. Agency coordination will be performed with the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Missouri Department of Natural Resources, and Missouri Department of Conservation regarding the proposed project.

### **Task 3.0 - Bidding Phase**

#### **Task 3.1 - Contractor Plans**

The Consultant will prepare one set of bid documents for the clearing of trees for which the Sponsor has existing authority to remedy. Trees on property that the Sponsor does not have existing interest in will not be shown on the clearing plans, but may be included in a future project that is beyond this scope of work. It is anticipated that removal of such trees would occur once additionally needed interest in properties on

which the trees are located has been obtained. The bid documents for the Tree Clearing project shall include one set of tree clearing plans and one set of contract documents/technical specifications in accordance with current MoDOT and FAA standards. The construction plans will include general notes, summary of quantities, clearing/grubbing plan, and tree removal details. The contract documents/technical specifications will include a preliminary engineer's opinion of probable cost. The bid documents, tree clearing plan, contract documents/technical specifications, and engineer's opinion of probable costs will be submitted to the Sponsor and MoDOT for review and comment. Final copies of required documents will be submitted to the Sponsor and MoDOT incorporating any additional revisions. The Consultant will then assist the Sponsor with advertisement for bids, send "Notice to Bidders" to prospective contractors, and print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

### **Task 3.2 - Pre-Bid Teleconference**

At the request of the Sponsor or prospective Bidders, one (1) pre-bid teleconference may be conducted by the Consultant to answer questions, clarify points, and issue guidance as necessary pertaining to the Tree Clearing Plans and Contract Documents/Technical Specifications. The Sponsor will record minutes associated with the teleconference and issue summary copies to the Sponsor, MoDOT, and prospective Bidders.

### **Task 3.3 – Addendum**

The Consultant will assist the Sponsor with the preparation of any addenda required during the bidding process. Addenda will be issued as necessary in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements.

### **Task 3.4 - Review Bids**

Once the Sponsor has conducted the bid opening, the Consultant will tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to the Sponsor.

## **Task 4.0 - Project Management**

**Task 4.1 - Documentation & Deliverables** Preliminary and final copies of Tree Clearing Plan documents will be prepared for the Sponsor, MoDOT, and FAA and shall include the following:

	<b>Sponsor</b>	<b>MoDOT</b>	<b>CMT</b>
Draft Clearing Plans	1 copy	1 copy	1 copy
Final Clearing Plans	1 copy	1 copy	2 copies
Bid Documents	2 copies	1 copy	1 copy

### **Task 4.2 - Project Progress Reports**

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the Sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the project.

#### **Task 4.3 - Project Administration**

Necessary for the success of any project is the myriad of functions related to project administration that is not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, quality assurance/control reviews, project staffing, meeting minutes, regulatory coordination, work plan updates, project closeout procedures, etc. These work elements are necessary to ensure proper completion and delivery of the project deliverables. Any meetings outside those indicated in the above scope were not accounted for in the development of this agreement. Any additional meetings required by the Sponsor or MoDOT outside of those indicated may require an amendment to this scope of service.

**EXHIBIT IIA**  
**FAA Advisory Circulars, Standards, Guidance and Commission Standards**  
**Revision 01/01/11**

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: [http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/).

NUMBER	TITLE
70/7460-1K Change 1	Obstruction Marking and Lighting
150/5050-8	Environmental Management Systems for Airport Sponsor's
150/5070-6B Change 1	Airport Master Plans
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-6	Exclusive Rights at Federally-Obligated Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants on or Near Airports
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-36	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20 Change 1	Ground Vehicle Operations on Airports
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5220-10D	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles

150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5230-4A	Aircraft Fuel Storage, Handling, and Dispensing on Airports
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 Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities

150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	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 (GVSI)
150/5345-53C & Addendum	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	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing & Graphics

150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	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	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Asphalt Paving Handbook
150/5370-15A	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 – Engineer’s Report (& Pavement Design)
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications to FAA Standards
FAA	960 - Safety Plan
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](http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm).

**EXHIBIT III****SERVICES PROVIDED BY THE SPONSOR**

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
7. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
8. Designate contact person (see paragraph 22-A).
9. Pay costs for title searches.

**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**EXHIBIT V**

**ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN**

## EXHIBIT VI

### PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

#### BASIC SERVICES

A.	Preliminary Phase	As Required
B.	Design Phase	
	1. Property Research	<b><u>21</u></b> calendar days after receipt of NTP
	1. Property Corners Survey/Survey Plan	<b><u>45</u></b> calendar days after receipt of NTP
	1. Submittal of Design Report	<b><u>45</u></b> calendar days after receipt of NTP
	2. Plans & Specifications	
	a. Submittal of Plans and Contract Documents/Specifications for review	<b><u>60</u></b> calendar days after receipt of NTP
	b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding	<b><u>15</u></b> calendar days after receipt of review comments
C.	Bidding Phase	As Required
D.	Project Management	As Required

## EXHIBIT IV

## DERIVATION OF CONSULTANT PROJECT COSTS

**GRAND GLAIZE MEMORIAL AIRPORT  
OSAGE BEACH, MISSOURI  
TREE CLEARING**

**PRELIMINARY, DESIGN AND BIDDING PHASE SERVICES**

May 8, 2015

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$73.59	\$0.00
Senior Project Manager	0	58.29	\$0.00
Project Manager	10	45.33	\$453.30
Senior Engineer	51	35.34	\$1,802.34
Engineer	19	27.96	\$531.24
Senior Planner	0	35.08	\$0.00
Planner	5	22.21	\$111.05
Registered Land Surveyor	0	40.50	\$0.00
Senior Technician	8	34.51	\$276.08
Technician	0	26.08	\$0.00
Clerk/Secretary	3	20.51	\$61.53
	<u>96</u>		
Total Direct Salary Costs			= \$3,235.54

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = \$4,422.66

3 **SUBTOTAL:**

Items 1 and 2 = \$7,658.20

4 **PROFIT:**

15 % of Item 3 Subtotal = \$1,148.73 Fixed Fee

Subtotal = \$8,806.93 Not To Exceed

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

a. Mileage 340 Miles @ \$0.53 / Mile = \$180.20  
 b. Meals 0 Days @ \$41.00 / Day = \$0.00  
 c. Motel 0 Nights @ \$77.00 / Night = \$0.00  
 d. Printing & Shipping = \$162.87  
 Total Out-of-Pocket Expenses = \$343.07

6 **SUBCONTRACT COSTS:**

a. Property Corner Layout/Survey (ESTIMATED) = \$1,200.00  
 b. = \$0.00  
 c. = \$0.00  
 d. = \$0.00

= \$1,200.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$10,350.00 Not To Exceed

**GRAND GLAIZE MEMORIAL AIRPORT  
OSAGE BEACH, MISSOURI**

**PRELIMINARY, DESIGN & BIDDING SERVICES  
TREE CLEARING**

May 8, 2015

Classification: Gross Hourly Rate:	Principal \$200.31	Senior Project Manager \$158.66	Project Manager \$123.39	Senior Engineer \$96.19	Engineer \$76.11	Senior Planner \$95.49	Planner \$60.45	Registered Land Surveyor \$110.24	Senior Technician \$93.93	Technician \$70.99	Clerk/ Secretary \$55.83	Other Costs	
<b>A. BASIC SERVICES</b>													
1. Preliminary Phase													
1.1 Scope & Schedule/Site Visit			2	8									
1.2 Preliminary Cost Estimate				2									
2. Design Phase													
2.1 Property Corners Survey/Survey Plan				2									
2.2 Property Research							4		2				
2.3 Construction Plans													
Cover Sheet					1				2				
Phasing Sheet				2	2								
Quantities Sheet					2								
2.4 Design Report (Letter Format)				2			1						
2.5 Clearing Plan Documentation													
Final Cost Estimate					2								
Review & Seal				2									
Contract Documents				8									
Technical Specifications					6								
Sponsor Certifications				2									
2.6 Categorical Exclusion				1	6				2				
3. Bidding Phase													
3.1 Contractor Plans, Advertisement				1							2		
3.2 Pre-Bid Teleconference (and Minutes)				3									
3.3 Addendum				2							1		
3.4 Review Bids				2									
4. Project Management													
4.1 Documentation & Deliverables			2	4					2				
4.2 Project Administration			6	10									
1. Preliminary Phase:	96	0	0	10	51	19	0	5	0	8	0	3	(1,2,3,4,5)
Total =	\$10,350.00	\$0.00	\$0.00	\$1,233.85	\$4,905.85	\$1,446.00	\$0.00	\$302.27	\$0.00	\$751.47	\$0.00	\$167.48	\$1,543.07
<b>PART A SUBTOTAL = \$10,350.00</b>													
<b>B. SPECIAL SERVICES</b>													
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART B SUBTOTAL = \$0.00</b>													
<b>GRAND TOTAL = \$10,350.00</b>													

Exhibit V-1

Exhibit V-1

(1) Mileage, Motel and Meals  
(2) Equipment, Materials and Supplies

(3) Computer Services  
(4) Vendor Services

(5) Printing and Shipping

**Submission Date:** May 13, 2015

**Submitted By:** Public Works Director

**Board Meeting Date:** May 21, 2015

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

**Description of Item:**

Bill 15.46 – Authorization to installation and remove stop signs at various road locations.

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

Residents, visitors, and City staff

**Why is Board Action Required?**

Board approval required for Ordinance modifications, additions, and deletions.

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

Requesting first and second reading of Bill 15.46.

**Are there any deadlines associated with this action?**

Yes. Staff would like signs to be enforceable as soon as possible.

**Budget Line / Source of Funds**

N/A

**Comments and Recommendation of Department:**

The Stop Sign Schedule needs to be updated to include stop signs at Three Seasons and Yacht Club, Mockingbird and Three Seasons, and Blue Bird Circle and Mockingbird Lane. Blue Bird Circle intersects Mockingbird in two locations so we are deleting the original one that does not identify which intersection.

The Public Works Department recommends approval of this ordinance.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

BILL NO. 15-46

ORDINANCE NO. 15.46

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE II, STOP SIGNS, BY ESTABLISHING THE LOCATION OF STOP SIGNS AND DELETING A STOP SIGN FROM SCHEDULE II, STOP SIGNS, AS INDICATED HEREIN.

Whereas, the Board of Aldermen find that the City Traffic Engineer acting under the authority of the Osage Beach Code of Ordinances Section 315.010, after careful consideration and evaluation, has found that hazards exist and under the authority of the Code of Ordinances Section 335.030 recommends placement of stop signs and deleting a stop sign from Schedule II, Stop Signs, as indicated herein.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by adding to Schedule II. STOP SIGNS the following stop signs:

- On Mockingbird Lane at the intersection with Three Seasons Road
- On Three Seasons Road heading Southeast at the intersection with Yacht Club Drive
- On Bluebird Circle at the most northerly intersection with Mockingbird Lane
- On Bluebird Circle at the most southerly intersection with Mockingbird Lane

Section 2. All drivers of motor vehicles shall stop at the STOP signs as located herein as prescribed in the City Traffic Code. Failure to stop shall be considered a misdemeanor offense and the violator subject to citation and fine.

Section 3. That the Code of Ordinances of the City of Osage Beach, Missouri, be amended by deleting the stop sign located on Bluebird Circle at the intersection with Mockingbird Lane from Schedule II. STOP SIGNS.

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

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

READ FIRST TIME: \_\_\_\_\_; READ SECOND TIME: \_\_\_\_\_

I hereby certify that the above Ordinance No. 15.46 was duly passed on \_\_\_\_\_, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
 Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Bill No. 15-46  
Page 2

Ordinance No. 15.46

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance 15.46.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** May 15, 2015

**Submitted By:** City Clerk

**Board Meeting Date:** May 21, 2015

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

**Description of Item:**

Resolution 2015-03. Resolution Concerning Annexation of Property – Dogwood Hills Golf Course, Inc.

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

The City, citizens, Dogwood Hills Golf Course, Inc.

**Why is Board Action Required?**

Required by RSMo. Section 71.012.

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

Resolution 2015-03 establishes a date of June 4, 2015 for a public hearing concerning the voluntary annexation.

**Are there any deadlines associated with this action?**

Yes. The resolution is part of the process to annex property.

**Comments and Recommendation of Department:**

This is the first step in a voluntary annexation by a landowner. Staff recommends approval.

**City Administrator Comments and Recommendation:**

Concur with staff's recommendation.

**RESOLUTION 2015-03**

**RESOLUTION CONCERNING ANNEXATION OF PROPERTY**

BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

Section 1. That there has been presented, on this date, to the Board of Aldermen of the City of Osage Beach, a verified petition signed by the owners of all fee interests of record in all tracts of real property located within the area described in the petition, which area is proposed to be annexed to the City of Osage Beach, and which petition requests annexation of such area into the City of Osage Beach, Missouri; a copy of which petition is attached hereto and made a part hereof.

Section 2. That no part of the said real property is now included in any incorporated municipality.

Section 3. That the said real property is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.

Section 4. That in accordance with Section 71.012, RSMo, a public hearing shall be held concerning the matter, and this public hearing shall be held on the 4<sup>th</sup> day of June, 2015, at 6:30 p.m. at City Hall, 1000 City Parkway, Osage Beach, Missouri.

Section 5. The City Clerk is authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Camden County, Missouri, which is qualified to public legal matters.

I hereby certify that Resolution 2015-03 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:

\_\_\_\_\_  
Date  
Approved as to form:

\_\_\_\_\_  
Diann Warner, City Clerk

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

\_\_\_\_\_  
Penny Lyons, Mayor

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

# PETITION REQUESTING ANNEXATION

We, the undersigned Dogwood Hills Golf Course, Inc., hereinafter referred to as the Petitioners, for our petition to the Board of Aldermen of the City of Osage Beach, Missouri, state and allege as follows:

1. That we are the owners of all fee interests of record in the real estate in Camden County, Missouri, as described in attached Exhibit A.
2. That said real estate is not now a part of any incorporated municipality.
3. That said real estate is contiguous to the existing corporate limits of the City of Osage Beach, Missouri.
4. That we request that said real estate be annexed to, and be included with the corporate limits of the City of Osage Beach, Missouri as authorized by the provisions of Section 71.012, RSMo.
5. That we request the Board of Aldermen of the City of Osage Beach to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Osage Beach to include the real estate as described.

Dated this 15<sup>th</sup> day of May, 2015.

15<sup>th</sup> day of May, 2015.

Dogwood Hills Golf Course, Inc.  
 Name  
Gary Mitchell  
 Gary Mitchell-President

1252 State Road KK, Osage Beach, Missouri 65065  
 Address  
(573) 280-1271  
 Phone

## CORPORATE ACKNOWLEDGEMENT

State of Missouri

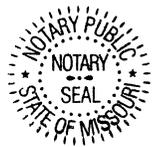
County of ~~Camden~~ Miller

On this 15<sup>th</sup> day of May, 2015, before me, the undersigned notary public, personally appeared Gary Mitchell, President of Dogwood Hills Golf Course, Inc. known to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same as for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Brandi N. Cochran  
 Notary Public



BRANDI N. COCHRAN  
 My Commission Expires  
 March 6, 2016  
 Miller County  
 Commission #12497719

**EXHIBIT A**  
**LEGAL DESCRIPTION**

*[attached]*

**DESCRIPTION**

All of the West Half of the Northwest Quarter of Section 16, Township 39 North, Range 16 West of the 5<sup>th</sup> Principal Meridian, Camden County, Missouri lying North and East of Camden County State Highway "KK" and lying South and East of Camden County road Three Seasons Road and lying West of the east line of the West Half of the Northwest Quarter of said Section 16.

Also:

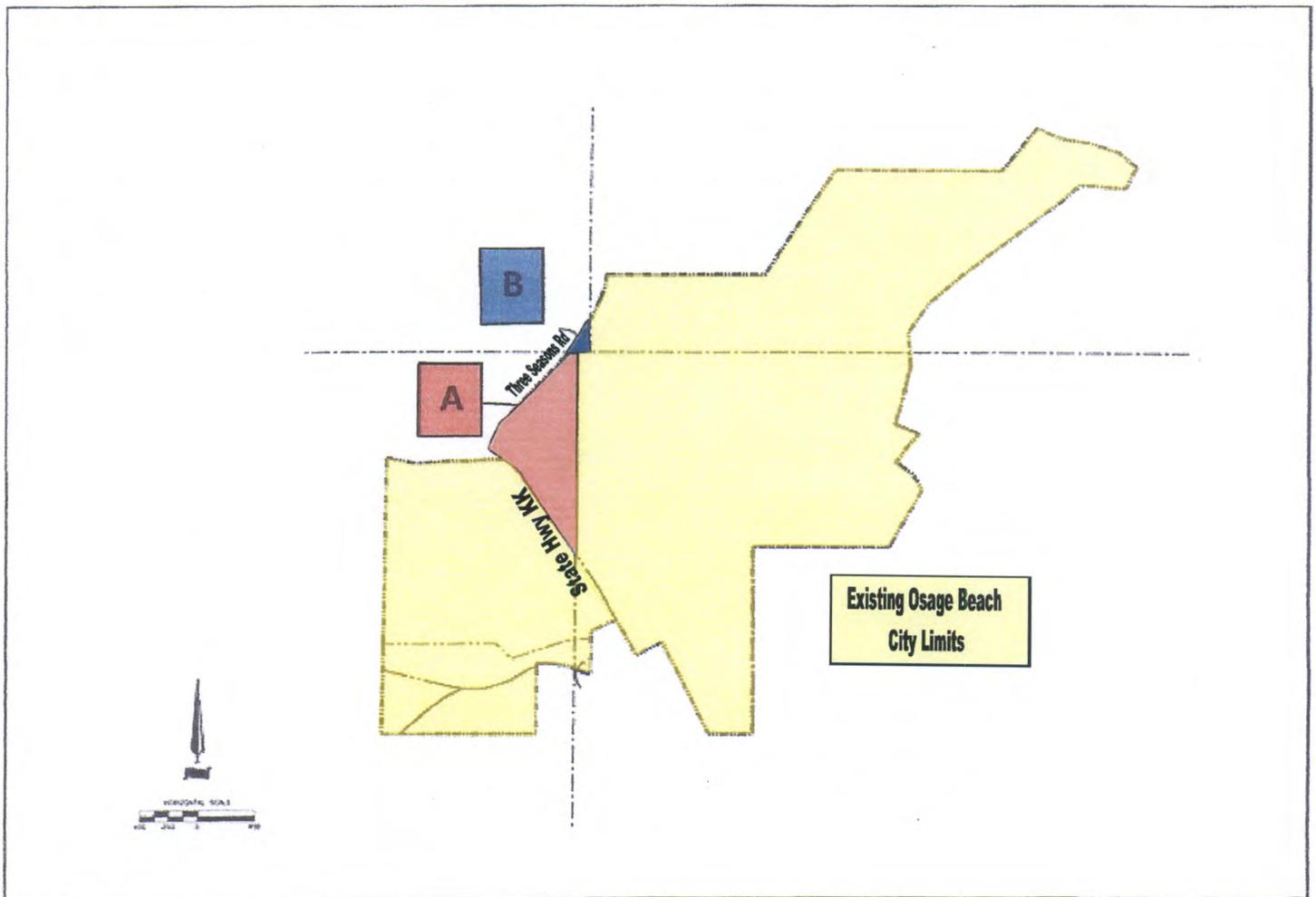
All of the Southwest Quarter of the Southwest Quarter of Section 9, Township 39 North, Range 16 West of the 5<sup>th</sup> Principal Meridian, Camden County, Missouri lying South and East of Camden County road Three Seasons Road and lying West of the east line of the Southwest Quarter of the Southwest Quarter of said Section 9 and lying North of the south line of the Southwest Quarter of the Southwest Quarter of said Section 9.

## DESCRIPTION

All of the West Half of the Northwest Quarter of Section 16, Township 39 North, Range 16 West of the 5<sup>th</sup> Principal Meridian, Camden County, Missouri lying North and East of Camden County State Highway "KK" and lying South and East of Camden County road Three Seasons Road and lying West of the east line of the West Half of the Northwest Quarter of said Section 16.

Also:

All of the Southwest Quarter of the Southwest Quarter of Section 9, Township 39 North, Range 16 West of the 5<sup>th</sup> Principal Meridian, Camden County, Missouri lying South and East of Camden County road Three Seasons Road and lying West of the east line of the Southwest Quarter of the Southwest Quarter of said Section 9 and lying North of the south line of the Southwest Quarter of the Southwest Quarter of said Section 9.



**Submission Date:** May 15, 2015  
**Submitted By:** City Administrator  
**Board Meeting Date:** May 21, 2015 .

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

**Description of Item:**

Bid award for Health/Dental/Vision Insurance

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

Employees, elected officials, and dependent participants in health insurance plan

**Why is Board Action Required?**

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

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

Motion to award bid

**Are there any deadlines associated with this action?**

Yes. The new plan year begins July 1 and appropriate time is needed for enrollment.

**Budget Line / Source Funds**

All funds – 721001 Health Insurance, - 721002 Dental Insurance, - 721006 Vision Insurance

**City Administrator Comments and Recommendation:**

At press time, the bid summary was in the works. A final summary will be sent out as soon as it is received. J.W.Terrill, the consultant, will be in person to give a detailed presentation outlining the bids received and a recommendation of award. Staff has met with J.W.Terrill and is prepared to proceed with their recommendation.

**Submission Date:** May 15, 2015

**Submitted By:** City Administrator

**Board Meeting Date:** May 21, 2015

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

**Description of Item:**

Bid award for Worker's Compensation

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

Employees, elected officials

**Why is Board Action Required?**

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

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

Motion to award bid

**Are there any deadlines associated with this action?**

Yes. The new plan year begins July 1.

**Budget Line / Source Funds**

10-13, 20-00, 30-00, 35-00, 40-00, 45-00, & 47-00 – 726000 Worker's Compensation

**City Administrator Comments and Recommendation:**

At press time, the bid summary was in the works. A final summary will be sent out as soon as it is received. J.W.Terrill, the consultant, will be in person to give a detailed presentation outlining the bids received and a recommendation of award. Staff has met with J.W.Terrill and is prepared to proceed with their recommendation.

**Submission Date:** 5/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 5/21/15

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

**Description of Item:**

Request approval to purchase water meters for the Water Department from Schulte Supply.

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

Citizens, visitors, staff

**Why is Board Action Required?**

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

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

Motion to approve purchase from Schulte Supply.

**Are there any deadlines associated with this action?**

No. Staff would like to proceed as soon as possible to restock water department meter inventory.

**Budget Line / Source of Funds**

30-00-743300 – Repair of System  
 30-00-773221 – New Connections

**Comments and Recommendation of Department:**

Bids were advertised for the purchase of water meters. The City's water meters are starting to get some age on them with a vast majority of them 10 to 15 years old. When meters start aging they turn slower thus resulting in a lower flow being recorded versus the actual flow. With this being said, the Public Works Department will begin the process

of replacing meters system wide. It is anticipated that this will take 5 to 7 years to replace all the aging meters.

Due to this, the Public Works Department allowed all meter manufacturers to submit bids so as to evaluate what new technology was available. The City received 8 bids (see attached Bid Tabulation) and each bidder was also allowed to perform a presentation demonstrating their meters and meter reading software. The demonstrations were given to staff from Public Works, Finance, and Administration. After reviewing the presentations, Staff selected Schulte Supply, current supplier, to provide only 5/8"x3/4" to 2" positive displacement meters. The Public Works Department is evaluating a different technology that is supplied by a different company for meters larger than 2", for which a recommendation will come at a later date.

The purchase also includes a new meter reading laptop and radio. The meters will be purchased on an as needed basis throughout the year. The Public Works Department would like the authorization to purchase up to \$50,000 worth of meters from Schulte Supply.

The budget breakdown will be based upon actual installations of meters.

**City Administrator Comments and Recommendation:**

Concur with the Public Works Director's recommendation.

Water Meter Bid Tabulation

Item	Quantity	Zimmer USA		Water and Sewer Supp		RG3 Meter Company		Blue Springs Winwater		Schulte Supply		HD Supply		Waterwork Specialties		Midwest Meter	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
5/8"	200	\$ 122.24	\$ 24,448.00	\$ 142.80	\$ 28,560.00	\$ 149.00	\$ 29,800.00	\$ 152.86	\$ 30,572.00	\$ 149.95	\$ 29,990.00	\$ 174.00	\$ 34,800.00	\$ 172.00	\$ 34,400.00	\$ 185.00	\$ 37,000.00
1"	20	\$ 176.26	\$ 3,525.20	\$ 221.00	\$ 4,420.00	\$ 230.00	\$ 4,600.00	\$ 209.34	\$ 4,186.80	\$ 195.92	\$ 3,918.40	\$ 212.00	\$ 4,240.00	\$ 254.00	\$ 5,080.00	\$ 245.00	\$ 4,900.00
1-1/2"	5	\$ 339.60	\$ 1,698.00	\$ 446.40	\$ 2,232.00	\$ 490.00	\$ 2,450.00	\$ 397.15	\$ 1,985.75	\$ 349.95	\$ 1,749.75	\$ 498.00	\$ 2,490.00	\$ 370.00	\$ 1,850.00	\$ 495.00	\$ 2,480.00
2"	5	\$ 419.50	\$ 2,097.50	\$ 496.40	\$ 2,482.00	\$ 630.00	\$ 3,150.00	\$ 522.55	\$ 2,612.75	\$ 395.95	\$ 1,979.75	\$ 658.00	\$ 3,290.00	\$ 1,487.00	\$ 7,435.00	\$ 642.00	\$ 3,210.00
3"	5	\$ 331.45	\$ 1,657.25	\$ 2,067.00	\$ 10,335.00	\$ 1,650.00	\$ 8,250.00	\$ 1,256.91	\$ 6,284.55	\$ 1,836.00	\$ 9,180.00	\$ 1,052.00	\$ 5,260.00	\$ 1,650.00	\$ 8,250.00	\$ 2,885.00	\$ 14,425.00
4"	5	\$ 346.38	\$ 1,731.90	\$ 2,385.00	\$ 11,925.00	\$ 1,883.00	\$ 9,415.00	\$ 1,679.29	\$ 8,396.45	\$ 2,279.00	\$ 11,395.00	\$ 1,953.00	\$ 9,765.00	\$ 2,171.00	\$ 10,855.00	\$ 5,445.00	\$ 27,225.00
6"	5	\$ 470.73	\$ 2,353.65	\$ 4,012.00	\$ 20,060.00	\$ 2,481.00	\$ 12,405.00	\$ 2,676.77	\$ 13,383.85	\$ 3,691.00	\$ 18,455.00	\$ 3,434.00	\$ 17,170.00	\$ 3,400.00	\$ 17,000.00	\$ 7,225.00	\$ 36,125.00
Laptop & Software	1	\$ 9,204.00	\$ 9,204.00	\$ 200.00	\$ 200.00	\$ 12,950.00	\$ 12,950.00	\$ 18,780.30	\$ 18,780.30	\$ 10,000.00	\$ 10,000.00	\$ 18,270.00	\$ 18,270.00	\$ 21,650.00	\$ 21,650.00	\$ 13,750.00	\$ 13,750.00
<b>Total</b>			<b>\$ 46,715.50</b>		<b>\$ 80,214.00</b>		<b>\$ 83,020.00</b>		<b>\$ 86,202.45</b>		<b>\$ 86,667.90</b>		<b>\$ 95,285.00</b>		<b>\$ 106,520.00</b>		<b>\$ 139,115.00</b>

## BID OPENING

## WATER METERS

04/17/2015

10:30 a.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Dorothy Urlicks.

<b>Bidder Name</b>	<b>Amount of Bid</b>
Midwest Meter Inc.	\$139,115.00
HD Supply	\$95,285.00
Waterworks Specialties Inc.	\$106,520.00
Schulte Supply Inc.	\$86,667.90
Water & Sewer Supply Inc.	\$80,212.00
RG3 Meter Co	\$83,020.00
Bluesprings Winwater Co	\$86,203.45
Zenner USA	\$46,715.00

**Submission Date:** 5/12/15  
**Submitted By:** Public Works Director  
**Board Meeting Date:** 05/21/15

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

**Description of Item:**

Request approval to purchase an electrical soft start for the Sewer Department.

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

Citizens, visitors, staff

**Why is Board Action Required?**

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

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

Motion to approve the purchase of a soft start.

**Are there any deadlines associated with this action?**

Yes. This will replace the one that is not working at KK4-9 lift station.

**Budget Line / Source of Funds**

35-00-743300 Repair of System

**Comments and Recommendation of Department:**

This is to purchase a soft start that will be installed at Lift Station KK 4-9. Bids were advertised and will be opened on May 20<sup>th</sup>. A recommendation will be prepared and sent out prior to the May 21<sup>st</sup> Board of Alderman meeting.

**City Administrator Comments and Recommendation:**

Due to the immediate need of this item, staff will be forwarding the recommended award information on to the Board once bids open next week. Concur with the Public Works Director's recommendation.

**Submission Date:** May 12, 2015

**Submitted By:** Assistant City Administrator

**Board Meeting Date:** May 21, 2015

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

**Description of Item:**

Approval to dispose of City's surplus property.

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

City, Staff, and Citizens

**Why is Board Action Required?**

Board approval required for disposal of assets.

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

A motion to approve the disposal of City surplus.

**Are there any deadlines associated with this action?**

No.

**Budget Line / Source of Funds**

10-General Fund, 30-Water Fund, 35-Sewer Fund, -00-600000 Sale of Used Equipment

**Comments and Recommendation of Department:**

The following vehicles have been deemed to have no use for the department or any other department within the City. The items will be set up for sale via online auctions on eBay.

General Fund

- PD – 2005 Ford Explorer #2234
- PD – 2008 Ford Explorer #8869
- PD – 2008 Dodge Charger #3148
- PD – 2009 Dodge Charger #7565

Public Works

- WTR – 2006 Chevy P/U #2953
- WTR – 2007 Dodge 2500 #4030
- SWR – 2005 Ford F250 #8020
- SWR – 2006 Chevy K3500 #0801

**City Administrator Comments and Recommendation:**

Concur with the Assistant City Administrator's recommendation.