



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

TENTATIVE AGENDA

REGULAR MEETING
September 3, 2015 – 6:30 P.M.
CITY HALL

******* Note: Make sure 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 08/20/15
- Bills List

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UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Public Hearing. Voluntary Annexation Petition. Larry Rainwater and Donna Rainwater Reese.
(Furniture Factory Outlet) (Page 41)
- B. Bill No. 15-75. Authorize Mayor to Execute State Block Grant Agreement for Tree Clearing Project at
Grand Glaize Airport. First and Second Readings (Page 17)
- C. Bill No. 15-76. Voluntary Annexation. First Reading (Page 46)
- D. Bill No. 15-77. Authorize Mayor to Execute Contract for Lee C. Fine Airport Sealcoating. First and
Second Readings (Page 48)
- E. Bill No. 15-78. 2015 Budget Amendment for Tree Clearing Project. First and Second Readings
(Page 57)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the following:

Diann Warner, City Clerk,
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230
dwarner@osagebeach.org

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's office forty-eight hours in advance of the meeting at the above telephone number.

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

August 20, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, August 20, 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.

Mayor Lyons reported that the Local Council of Governments has completed two of its three public meetings to gather information about the Niangua River Watershed. Mayor Lyons reported she along with 70 others attended the first meeting held in Lebanon. Information about the meeting and the presenters may be found at nianguawatershed.org. The next public meeting will be held in Buffalo at the O'Bannon Bank for Dallas and Webster counties.

Mayor Lyons reported at the last Eggs & Issues breakfast the City had presented an article to the Council of Development Finance Agencies about the City's Dierbergs TIF. The case study written by our city attorney, Ed Rucker, has been included in a Best Practices References Guide. There were 23 other cases from across the United States. The guide includes a lot of information and recommendations. All states but Arizona have some form of TIF, and it was noted that many provide an exception for schools when residential properties are involved. Mayor Lyons thanked City Attorney Ed Rucker for his work and for allowing Osage Beach to gain national recognition.

Citizens Communications.

Clyde Hegelund who lives in Ward 2 reported on the traffic issues that occurred the first two days of school on Tuesday and Wednesday of this week with parents taking and picking up their children from school. He reported that three times on Tuesday, traffic came to a complete stop on Nichols and once on Wednesday. Mr. Hegelund said traffic would increase in the winter and on rainy days and as the classrooms are filled. He mentioned that emergency vehicles would not be able to respond during an emergency because they would not be able to get through.

Mr. Hegelund suggested asking the school to route buses to Case Road to Nichols to ease the traffic issue at Nichols and KK. He also asked the City to revisit Alderman Olivarri's idea about constructing a second entrance to the school sooner rather than later. Mr. Hegelund said the second road could be used and it would relieve the traffic problem on Nichols Road and the Nichols intersection.

Mr. Hegelund said the school caused the problem and congestion will only get worse as time goes on. He said the school district should pay for constructing the turn lane and he suggested the City meet with Gary Mitchell to see what could be done to accelerate construction of the road through the Arrowhead Centre.

Mayor Lyons questioned who counted cars and observed the traffic the first two days of school. Mr. Hegelund responded that several people collected the numbers. Alderman Marose said she was one of the individuals who observed the traffic.

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Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on August 6, 2015 and the bills list as submitted. Alderman Marose seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None.

New Business.

Bill No. 15-74. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH INTRADO TO PROVIDE 911 TELEPHONE EQUIPMENT

Police Chief Todd Davis explained that the amendment to the contract includes necessary hardware that was omitted from the original quote from HGAC-Buy and it was discovered when the vendor conducted a site visit prior to installation. These are necessary pieces of equipment and if added at the time of installing other equipment, all warranties and service will be covered.

The cost of the additional equipment and hardware is \$5,400 totaling \$237,610.60 for VIPER as a Service. There is a five year lease of the equipment and services and \$20,710 will be due upon contract agreement with a new monthly amount for sixty (60) months which will increase by \$90 per month for a total of \$3,615.01. The total cost is \$35,170.04 which is \$50,354.96 under budget because of the end of year execution of the contract.

Alderman Rucker questioned whether the Board was being requested to approve the entire amount or the amount for the additional equipment. City Attorney Ed Rucker responded the Ordinance authorizes the addendum to the original contract.

Mayor Lyons presented the first reading of Bill No. 15-74 by title only. It was noted that Bill No. 15-74 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-74. Alderman Marose seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-74 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 15-74. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-74 and to pass same into ordinance: "Ayes:" Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker. "Nays": None. Bill No. 15-74 was passed and approved as Ordinance No. 15.74.

Resolution 2015-05. Resolution Concerning Annexation of Property

City Clerk Warner explained that Larry Rainwater and Donna Rainwater Reese have submitted a petition requesting annexation of Furniture Factory Outlet and Resolution 2015-05 establishes the date of September 3, 2015 for a public hearing to be held on the petition.

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Alderman Olivarri moved to approve Resolution 2015-06. Alderman Marose seconded the motion which was voted on and unanimously passed.

Resolution 2015-06. Authorizing the Mayor to Execute Department of the Army Permit

Public Works Director Nick Edelman explained that the City is in the process of purchasing stream credits to release some of the deed restrictions on a creek within the Osage Beach City Park. He explained that the original permit was never executed and Resolution 2015-06 authorizes Mayor Lyons to execute the permit.

Alderman Olivarri moved to approve Resolution 2015-06. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Authorize Disposal of Surplus City Property.

Assistant City Administrator Mike Welty requested two boats and one dump truck be declared surplus and asked for authorization to dispose of the vehicles on eBay.

2002 Aluminum Boat
2014 Boat
2006 Chevy Dump Truck

Alderman Olivarri questioned whether the dump truck could be used by another department. Assistant City Administrator Mike Welty responded that other departments were given the opportunity however none could utilize the dump truck. He further explained that the City has three boats but one can be used for everything that is needed. Alderman Rucker questioned if one of the boats should be kept for emergencies purposes. It was noted that the park closes at dusk and employees are present during the hours the park is open. Additionally, there could be liability issues if a boat is unattended.

Alderman Olivarri moved that the dump truck and two boats be declared surplus and authorize the sale on eBay. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Communications from Members of the Board of Aldermen.

Alderman Marose. Phyllis Marose reported she was pleased that the traffic for the first two days at the Osage Beach Elementary School was backed up three times on Tuesday and only once on Wednesday. She said traffic the second day was less because more children rode the bus and most vehicles turned into the main entrance, circled around and exited. Alderman Marose said this does not eliminate the condition of Nichols Road which will be addressed during the 2016 budget sessions. She said that signage is needed to direct parents at the school. She thanked the police department for their presence to monitor traffic.

Alderman Olivarri asked Chief Davis for his comments. Chief Davis stated that the first two days of school went well and about ten to twelve cars were stopped for excessive speed. He said traffic only backed up to his location one time. Chief Davis said he spoke to Ms. Slack and recommended

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the parking lot be restyled for the next morning by adding drop off points and the traffic congestion improved on Wednesday.

Alderman Olivarri suggested asking the developer to work with the City to accelerate the construction of the second road. City Administrator Jeana Woods commented that Mr. Mitchell contacted her and offered to meet with staff. City Attorney Rucker said he spoke to Bill Moore, the developer's attorney, who said that Mr. Mitchell is flexible, however their concern is developing Arrowhead Centre and nothing will happen before a TIF contract is signed which he hoped to have next week.

Staff Communications.

Police Department. Police Chief Todd Davis reported that the new ambulance is out front of City Hall. Ambulance Supervisor Floyd Handy and his crew anticipate the ambulance to be in service on Monday.

Chief Davis reported that the individual wanted on felony warrants that Lake Ozark Police had been searching for was apprehended by Osage Beach police officers this afternoon off of Creek Cove Lane. Lake Ozark Police Officers assisted.

City Planner. Cary Patterson anticipates Gary Mitchell will submit a PUD application for Arrowhead Centre tomorrow and one challenge will be to make sure it follows the TIF plan. He added the road patterns and construction may vary by different governing bodies but it will provide the ability to get the traffic study done. Mr. Patterson said the site development plan, the road plan and the public improvements plan will be reviewed. The developer plans to develop the assisted living facility first and he would like to proceed as soon as the TIF contract is approved.

City Planner Patterson reported that construction began on the Casey's General Store and Wake Effects is building a new building on the site where an old filling station was once located across the road from the Passover Road intersection.

Assistant City Administrator. Mike Welty reported that the Fall Festival will be held in little over 20 days. He said the festival will be the same as the last several with the exception of some added carnival games.

Public Works Director. Nick Edelman reported that the first phase of the office remodel is complete at the public works building and the break room remodel will be complete in September.

Airport Manager. Ty Dinsdale reported that at the Young Eagles event 80 free lunches were served and 28 kids registered for free plane rides, however the planes could not get there because of the weather. The pilots will contact the kids who registered and they will be given a free ride.

Parks Manager. Matt Vandervoort reported that the second week of co-ed ball has been played. He reported that an event for Special Olympics will be held Saturday and 91 box lunches will be served.

Alderman Marose asked Chief Davis to monitor the busses and traffic on KK to make sure there are no problems.

Minutes
Board of Aldermen

08/20/15
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There being no further business to come before the Board, the meeting adjourned at 7:20 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 August 20, 2015.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
September 3, 2015**

Bills Paid Prior to Board Meeting	110,476.87
Payroll Paid Prior to Board Meeting	119,034.44
SRF Transfer Prior to Board Meeting	229,583.87
TIF Transfer Prewitt's Pt	88,648.10
TIF Transfer Dierbergs	26,181.25
Bills Pending Board Approval	213,187.83
Total Expenses	<u>787,112.36</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE FAMILY SUPPORT PAYMENT CENTER	JUL CVC COLLECTIONS	1,076.63		
			Case #81106219	150.00		
		MO DEPT OF REVENUE MO TREASURER BUDGET DIRECTOR	Case #31550944	138.46		
			State Withholding	3,513.00		
		INTERNAL REVENUE SERVICE	PEACE OFFCRS STNDRDS	151.00		
			Fed WH	11,061.29		
		BANKCARD SERVICES 7564	FICA	6,668.07		
			Medicare	1,559.49		
		PRE PAID LEGAL SERVICES INC DBA	VEHICLES LISTED ON EBAY	100.90		
			Pre-Paid Legal Premiums	24.90		
		ICMA	Pre-Paid Legal Premiums	24.90		
			Loan Repayment	186.42		
			Retirment 457 &	566.10		
			Retirement 457	775.00		
			Loan Repayments	858.46		
			Loan Repayments	649.22		
			Loan Repayments	473.94		
			Loan Repayments	205.54		
			Loan Repayments	162.85		
			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	1,000.00	
		JUL CADV COLLECTIONS		301.87		
		CITIZENS AGAINST DOMESTIC VIOLENCE	HSA Contribution	175.00		
			HSA Family/Dep. Contributi	1,420.00		
		JP MORGAN CHASE BANK	Case No. 12DA-CC00055	108.79		
			CASH APPEARANCE BOND	152.00		
		CIRCUIT CLERK OF DALLAS COUNTY	TOTAL:	32,925.66		
			LAKE OZARK MUNICIPAL COURT			
		Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	GLENN & LEIGH NEW BABIES	76.00
					FICA	155.51
				INTERNAL REVENUE SERVICE	Medicare	36.39
					Retirement 401	121.00
				ICMA	TOTAL:	388.90
		Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
					Medicare	1.45
TOTAL:	7.65					
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	433.91		
			Medicare	101.48		
		JP MORGAN CHASE BANK	Retirement 401	429.28		
			HSA Family/Dep. Contributi	150.00		
		ICMA	TOTAL:	1,114.67		
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	323.97		
			Medicare	75.77		
		JP MORGAN CHASE BANK	Retirement 401	323.94		
			HSA Family/Dep. Contributi	225.00		
		ICMA	TOTAL:	948.68		
City Treasurer	General Fund	BANKCARD CENTER 3358	CAFR AWARD PROGRAM	435.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	430.91
			Medicare	100.78
		ICMA	Retirement 401	437.07
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,591.26
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	72.71
			Medicare	17.01
		ICMA	Retirement 401	75.07
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	239.79
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	307.69
			Medicare	71.96
		ICMA	Retirement 401	300.98
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	755.63
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	338.35
			Medicare	79.12
		ICMA	Retirement 401	338.56
		BANKCARD SERVICES 7663	FIRE MARSHAL'S CONF	500.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,481.03
Building Maintenance	General Fund	LOWE'S	WHITEWOOD BOA, 6 HOOK SCRO	30.82
		BEISHIR LOCK & SECURITY	MONITOR UPGRADES V2	5,364.55
		JAMES R THOMAS CONSTRUCTION CO INC	CITY HALL DOOR REPAIR	2,701.95
			TOTAL:	8,097.32
Parks	General Fund	BANKCARD CENTER 3358	MOWER	299.00
			THROAT SEAL LIQUID	8.97
			PACKING KIT LP, LP ROD COM	213.75
			KOBALT 10-IN X 10-IN TAMP	32.98
			45 - 8-FT TREATED LANDSCAP	156.15
			SOFTBALLS	147.75
		INTERNAL REVENUE SERVICE	FICA	290.63
			Medicare	67.97
		BANKCARD SERVICES 7564	ACRYLIC SIGN HOLDERS	46.00
		ICMA	Retirement 401	251.38
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		WCA WASTE CORPORATION	JUL TRASH SERV	110.00
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	20.84
			FISH HATCHERY RD, MAINT BL	33.73
			CITY PARK NO 2, DISPLAY C	10.24
			FISH HATCHERY RD, SOCCER F	34.24
			CITY PARK NO 2, DISPLAY D	10.24
			FISH HATCHERY RD, BALL FIE	338.20
			CITY PARK NO 2, DISPLAY B	10.24
			BALL DIAMONDS CONS STAND	13.92
			CITY PARK NO 2, DISPLAY A	10.24
			HWY 42 BALL PK LIGHTS	16.57
			CITY PARK NO 2, IRRIGATION	10.93
		WEST, GREG	WED NIGHT LEAGUE UMPIRE	80.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UMPIRE FEES	80.00
			TOTAL:	2,406.47
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	PW INJURY FREE	36.99
		INTERNAL REVENUE SERVICE	FICA	128.20
			Medicare	29.98
		ICMA	Retirement 401	129.41
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	399.58
Overhead	General Fund	AT & T/CITY HALL	AUG 2015 SERVICE	3,791.51
		BANKCARD SERVICES 7663	NOTARY STAMP	22.90
			TOTAL:	3,814.41
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,885.25
			Medicare	674.77
		LEYVA, PETER	TRAVEL-MILEAGE REIMBURSEME	190.90
		ICMA	Retirement 401	2,869.66
		BANKCARD CENTER 0833	SHIPPING CHARGES	10.39
		JP MORGAN CHASE BANK	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,275.00
			TOTAL:	8,168.47
911 Center	General Fund	AT & T/CITY HALL	SERV 0723-08/22/15	1,364.16
		MSHP CJ TECH FUND	3RD QTR MULES	1,785.00
		INTERNAL REVENUE SERVICE	FICA	703.14
			Medicare	164.45
		ICMA	Retirement 401	714.79
		BANKCARD CENTER 0833	SUBMERSIBLE REMOTE SPEAKER	81.65
			JACKETS AND POLOS	519.25
			DOUGHNUT EAR CUSHIONS	12.63
		JP MORGAN CHASE BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	375.00
			TOTAL:	5,907.57
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	228.54
			Medicare	53.45
		ICMA	Retirement 401	228.14
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	660.13
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	363.06
			Medicare	84.91
		ICMA	Retirement 401	304.34
		AT&T MOBILITY-CELLS	SERV 06/23-07/22/15	812.00
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			TOTAL:	1,601.81
Economic Development	General Fund	BANKCARD SERVICES 7564	SURVEY MONKEY	26.00
			TOTAL:	26.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	333.11
		INTERNAL REVENUE SERVICE	Fed WH	968.70
			FICA	719.94
			Medicare	168.34
		ICMA	Retirement 457	151.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA	50.75
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	50.66
			TOTAL:	2,462.91
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	719.90
			Medicare	168.35
		ICMA	Retirement 401	726.78
		LOWE'S	COLD PATCH	399.00
		JP MORGAN CHASE BANK	HSA Contribution	62.63
			HSA Family/Dep. Contributi	375.00
		AMEREN MISSOURI	792 PASSOVER RD, STREET LI	58.34
			872 PASSOVER RD, STREET LI	67.87
			5757 CHAPEL DR, MAINT SALT	10.24
			STREET LIGHTS	3,883.36
			STREET LIGHTS	3,883.36
			STREET LIGHTS	1,468.11
			TOTAL:	11,822.94
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	283.44
		INTERNAL REVENUE SERVICE	Fed WH	873.54
			FICA	645.81
			Medicare	151.04
		BANKCARD SERVICES 7564	VEHICLES LISTED ON EBAY	50.45
		ICMA	Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	130.16
			Retirement Roth IRA	59.50
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	70.16
			TOTAL:	2,414.11
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	645.80
			Medicare	151.05
		ICMA	Retirement 401	599.42
		LEIGH, AUDREY	ON CALL-MILEAGE REIMBURSEM	57.50
		JP MORGAN CHASE BANK	HSA Contribution	62.26
			HSA Family/Dep. Contributi	336.75
		AMEREN MISSOURI	BLUFF RD, WATER TOWER	3,831.40
			COLLEGE, WELL/BEHIND CHURC	3,151.29
			TOTAL:	8,835.47
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	461.45
		INTERNAL REVENUE SERVICE	Fed WH	1,519.07
			FICA	889.14
			Medicare	207.96
		BANKCARD SERVICES 7564	VEHICLES LISTED ON EBAY	50.45
		ICMA	Retirment 457 &	40.10
			Retirement 457	121.92
			Loan Repayments	13.68
			Loan Repayments	21.11
			Loan Repayments	42.21
			Retirement Roth IRA	49.75
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.18
		NC Child Support Centralized Collectio	Case Identifier 0005861652	139.38
			TOTAL:	3,607.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	889.19			
			Medicare	207.94			
			ICMA	Retirement 401	881.12		
			LOWE'S	COPPER, TRNSFR SHVL	40.61		
				PVC, 60-AMP 1-MODULE 2-POL	17.09		
			EARP, NATHAN	MILEAGE REIMB 08/05-08/12/	138.00		
				ON CALL-MILEAGE REIMBURSEM	23.00		
			JP MORGAN CHASE BANK	HSA Contribution	62.61		
				HSA Family/Dep. Contributi	413.25		
			AMEREN MISSOURI	CLEARWOOD LN LOT 9/10 SWR	11.05		
				4631 WINDSOR DR OTHR, GRIN	10.70		
				701 PA HE TSI	13.69		
				709 MALIBU RD, SECOND METE	15.91		
				5707 OSAGE BEACH PARKWAY	12.09		
				CARSON, RICHARD W	ON CALL-MILEAGE REIMBURSEM	139.84	
				TOTAL:	2,876.09		
			NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	303.00
Fed WH	927.60						
FICA	708.84						
Medicare	165.78						
ICMA	Loan Repayments	40.21					
	Loan Repayments	54.26					
JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	41.67					
LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	90.57					
	TOTAL:	2,331.93					
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE				FICA	708.84
						Medicare	165.78
			ICMA	Retirement 401	436.84		
			BANKCARD CENTER 0833	MEDICINES	9.97		
				MAA JULY MNGMT SEMINAR	115.00		
			JP MORGAN CHASE BANK	HSA Contribution	150.00		
				HSA Family/Dep. Contributi	225.00		
				TOTAL:	1,811.43		
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	145.32			
			Fed WH	361.44			
			FICA	323.61			
			Medicare	75.69			
			ICMA	Retirement 457	74.00		
				TOTAL:	980.06		
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD, WELL	10.24			
			TERMINAL BLDG, KAISER	607.85			
			1000 LEE C FINE RD, HANGER	66.78			
			1000 LEE C FINE RD, NEW HA	66.90			
			INTERNAL REVENUE SERVICE	FICA	323.61		
				Medicare	75.69		
			ICMA	Retirement 401	252.37		
			LOWE'S	PAPERTAG WITH RING	5.42		
			JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	120.00		
				TOTAL:	1,528.86		
			NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	74.68
Fed WH	255.97						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	194.87
			Medicare	45.57
		ICMA	Retirement 457	20.00
			TOTAL:	591.09
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	194.87
			Medicare	45.57
		ICMA	Retirement 401	171.99
		LOWE'S	ASPHALT, CONCRETE PATCH	46.95
			HM 1-CT 1-1/16-IN X 5-1/2	3.30
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 08/16-09/15/15	74.37
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	679.55

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

10	General Fund	70,535.03
20	Transportation	14,285.85
30	Water Fund	11,249.58
35	Sewer Fund	6,483.49
40	Ambulance Fund	4,143.36
45	Lee C. Fine Airport Fund	2,508.92
47	Grand Glaize Airport Fund	1,270.64

	GRAND TOTAL:	110,476.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	LAKE SUN LEADER 81525 & 1586450	SURPLUS VEHICLES	29.25
			TOTAL:	29.25
City Clerk	General Fund	STAPLES ADVANTAGE	MICR CLEANING CARDS	11.65
			CALCULTR INK, TONER, LABEL	59.84
			TONER	56.83
			GLUESTICK	1.76
			DAY PLANNERS, APPT BK	66.97
			TOTAL:	197.05
Municipal Court	General Fund	STAPLES ADVANTAGE	MICR CLEANING CARDS	11.65
			TONER, LABELS, DESK CALEND	175.00
			DAY PLANNER	16.49
			TOTAL:	203.14
City Attorney	General Fund	THOMSON REUTERS - WEST	INFORMATION CHARGES	267.15
			TOTAL:	267.15
Building Inspection	General Fund	QUILL	YELLOW COPY PAPER	10.49
		WALMART COMMUNITY/GECRB	RAINWEAR	45.94
			TOTAL:	56.43
Building Maintenance	General Fund	QUILL	BATH TISSUE	135.96
			BATH TISSUE	39.98
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, STIR STIX	48.40
		CULLIGAN LAKE OF THE OZARKS	AUG SERVICE	256.00
		SURECUT LAWN CARE LLC	JUL GROUNDS MAINT	1,928.57
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	AUG JANITORIAL SERVICES	1,541.67
		STAPLES ADVANTAGE	LINERS, TOWELS, SPOONS	206.46
			TOTAL:	4,157.04
Parks	General Fund	WALMART COMMUNITY/GECRB	BUNS	16.56
		MEEKS BUILDING CENTER	4 - 2X10 16' TREATED	78.02
		CENTRAL TURF & IRRIGATION SUPPLY	HUNT 125 SS ADJ 50-360 DEG	898.99
		SYSCO KANSAS CITY INC	APPLES, CHIPS, NAPKINS, BR	427.06
		GB MAINTENANCE SUPPLY	CUPS	63.84
			5# STD KFT BAGS	14.00
		HDR INC	PARK REHAB & STORM REPAIR	1,779.73
		TURFMARK SERVICES LLC	FUNGICIDE APPLICATIONS	1,400.00
			TOTAL:	4,678.20
Human Resources	General Fund	WALMART COMMUNITY/GECRB	POPSICLES	19.96
			TOTAL:	19.96
Overhead	General Fund	STAPLES ADVANTAGE	CPY PPR, BLUE PAPER	138.27
			BLUE PAPER	54.90
			TOTAL:	193.17
Police	General Fund	QUILL	RUBBER PEN HOLDERS	7.45
		WALMART COMMUNITY/GECRB	3/8 HD 1500, 1/2 HD 1500	11.88
		IMAGE QUEST	OVERAGE SVC BILLING	10.69
		PSE INSTALLATION	POWER ADAPTER PD31	85.00
		HEDRICK MOTIV WERKS LLC	OIL CHG PD32	67.50
			FRONT BRAKE PADS PD18	235.00
		KIRKPATRICK ENTERPRISES INC DBA	KENNEL PACK	35.71
		ALPHAGRAPHICS	BUSINESS CARDS - Z PRESTON	55.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BUSINESS CARDS - B RUSSELL	55.61
			BUSINESS CARDS - E GOANS	55.61
		STAPLES ADVANTAGE	CPY PPR, PENS	29.65
		XEROX CORPORATION DBA XEROX FINANCIAL	MOTOROLA SPARE PLASTIC STY	8.58
			AUG LEASE PAYMENT	146.00
			TOTAL:	804.29
911 Center	General Fund	WIRELESS USA INC	SEP SERVICE	225.00
			TOTAL:	225.00
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	ARROWHEAD CENTRE REZONING	51.75
			TOTAL:	51.75
Information Technology	General Fund	TYLER TECHNOLOGIES INC	COURT & POLICE MAINTENANCE	3,523.13
			TOTAL:	3,523.13
Economic Development	General Fund	LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
			TOTAL:	3,000.00
Transportation	Transportation	INSTANT SIGNS & BANNERS LLC	ENGINEER GRADE PRISMATIC S	49.20
		ELECTRONICS UNLIMITED	WIRING PUBLIC WORKS	784.89
		EZARD'S	PVC	12.27
			FELT PADS	17.45
		S & S AUTOMOTIVE	ROTRS, CALIPRS, BRAKE PDS	360.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	4.65
			TRANS DEPT UNIFORMS	40.81
			TRANS DEPT FLOOR MATS	4.65
		B & P PATTERSON LLC	CORAL LANE RECONSTRUCTION	41,197.23
		BEISHIR LOCK & SECURITY	MOVE DOOR	284.07
		EZARD'S	15PC MAGNETIC TOUCH CASE/A	19.98
			FASTENERS	3.12
			HYD CEMNT, TROWEL, QUIKRET	21.96
		EZARD'S	DESK FAN	22.99
		STAPLES ADVANTAGE	FORKS, PLATES, MARKERS, NO	30.75
			CHAIRMATS, LINERS, STORAGE	187.39
			TOTAL:	43,082.22
Water	Water Fund	ELECTRONICS UNLIMITED	WIRING PUBLIC WORKS	784.88
		PLUMB SUPPLY COMPANY DBA RIBACK	PVC, FLEX COUP	56.92
		EZARD'S	PVC	12.28
			FELT PADS	6.98
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	4.65
			WATER DEPT UNIFORMS	26.23
			WATER DEPT FLOOR MATS	4.65
		GOEHRI, GEORGE	SEPT INS PREMIUM	82.06
		BARNES MARINE INC	SPOOL, COVER, SHARPEN BLAD	25.90
		GILMORE & BELL PC	REBATE CALC 2002	859.00
		SYSTEMS MANUFACTURING INC	XL REPORTER, SUITE SOFTWARE	750.00
		BEISHIR LOCK & SECURITY	MOVE DOOR	284.08
		STAPLES ADVANTAGE	FORKS, PLATES, MARKERS, NO	30.74
			CHAIRMATS, LINERS, STORAGE	187.39
			TOTAL:	3,141.99
Sewer	Sewer Fund	ELECTRONICS UNLIMITED	WIRING PUBLIC WORKS	784.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EZARD'S	PVC	12.28
			FELT PADS	17.45
			SOCKET ADAPTERS, FASTENERS	7.06
			LAUNDRY VENT CLAMP	2.29
		FASTENAL CO	QUICK LNKS	7.97
			FLANGE BOLTS & STOCK	43.26
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	4.65
			SEWER DEPT UNIFORMS	43.73
			SEWER DEPT FLOOR MATS	4.65
		HDR INC	ROCKWAY PUMP STATION	3,882.95
		EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL	450.00
			BIOXIDE	6,974.50
		TALLMAN COMPANY	FLAPPERS	6.07
		O'REILLY AUTOMOTIVE STORES INC	NERF BARS	522.82
		CONSOLIDATED ELECTRICAL DISTR, INC	MINIATURE CIRCUIT	192.09
			START CAPS	310.50
			COMP CONNS, GALV STEEL, EL	97.45
			15A 125V SLIM TR GFCI	135.90
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JUL MONTHLY FLOWS	39,391.33
		GILMORE & BELL PC	REBATE CALC 2005	151.00
		APAC MO INC	4-6" CLEAN, 1" BASE	368.02
		SYSTEMS MANUFACTURING INC	LIFT STATION SCADA INSTALL	26,216.00
			XL REPORTER, SUITE SOFTWARE	750.00
			LIFT STATION SCADA INSTALL	26,216.00
		HURRICANE HYDRAULICS LLC	BOBCAT CYLINDER SEAL KIT	213.97
		CORROSION TECHNOLOGIES INC	EQUIPMENT MAINTENANCE	375.00
		BEISHIR LOCK & SECURITY	MOVE DOOR	284.08
		FINLAY CRANE SERVICE LLC	CRANE TO HOIST PUMP	343.75
		CHASE CO INC	SEWER AUGER	58.30
		STAPLES ADVANTAGE	FORKS, PLATES, MARKERS, NO	30.75
			HAND SANITIZER WIPES	16.16
			CHAIRMATS, LINERS, STORAGE	187.38
			TOTAL:	108,145.98
Ambulance	Ambulance Fund	WALMART COMMUNITY/GEGRB	GATORADE, SC 15PK	25.36
			WIPES, GV 75 FRESH, 22PC K	27.88
			TISSUES, BOUNCE, DET, PINE	37.79
		O'REILLY AUTOMOTIVE STORES INC	TRANS FLUID, FUNNEL	11.18
		PSE INSTALLATION	ANTENNA, RADIO INSTALLATN	255.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,491.15
			MEDICAL SUPPLIES	219.02
		HEDRICK MOTIV WERKS LLC	SWITCH OUT COMPUTR MNTS M-	40.00
			INSTALL COMPUTR MNT M-8	320.00
		STAPLES ADVANTAGE	2-HOLE PUNCH, FASTENRS	15.19
			TOTAL:	2,442.57
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GEGRB	COFFEE	44.16
			LIGHT BULBS, ST BRKFLD G	26.83
			ICE	18.84
		HI-TECH AUTO BODY INC	TOW	60.00
		NAEGLER OIL CO	AV GAS	15,301.19
			JET A FUEL	15,587.79
		EZARD'S	TOGGLE SWITCHES	15.98
			SOLDER GN, SWTCH CVR, ELEC	46.76
			SODIUM BULB, LT CNTRL, LMP	43.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SOLDER 60/40 ROSIN CORE	8.99
		O'REILLY AUTOMOTIVE STORES INC	FUSE, ATO 20 PRO-P & 15PRO	21.47
		STAPLES ADVANTAGE	BINDER CLIPS, GAS PUMP ROL	28.30
			TOTAL:	31,204.06
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY/GEGRB	CUPS, COFFEE, COFFEEMATE	27.90
			ICE	23.55
		NAEGLER OIL CO	AV GAS	7,652.54
		O'REILLY AUTOMOTIVE STORES INC	HI-PWR BELT	33.16
		STAPLES ADVANTAGE	BINDER CLIPS, GAS PUMP ROL	28.30
			TOTAL:	7,765.45

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

10	General Fund	17,405.56
20	Transportation	43,082.22
30	Water Fund	3,141.99
35	Sewer Fund	108,145.98
40	Ambulance Fund	2,442.57
45	Lee C. Fine Airport Fund	31,204.06
47	Grand Glaize Airport Fund	7,765.45

GRAND TOTAL: 213,187.83

Submission Date: August 24, 2015
Submitted By: Public Works Director
Board Meeting Date: September 3, 2015

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

Description of Item:

Bill 15-75 – Authorize Mayor to execute State Block Grant Agreement

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

Citizens of Osage Beach, Missouri Department of Transportation, staff

Why is Board Action Required?

Board approval required for this agreement.

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

Requesting first and second reading of Bill 15.75

Are there any deadlines associated with this action?

Yes, this agreement will put the soon to expire Non-Primary Entitlements under grant agreement.

Budget Line / Source of Funds

47-00-774128 Airport Capital

Comments and Recommendation of Department:

This grant agreement provides the City with reimbursements for the tree clearing project at Grand Glaize Airport. FFA thru MoDOT Aviation will be reimbursing the City at 90%.

This agreement is set up for \$9,315. This will cover the soon to expire 2012 money and part of the 2013 money. Once we know the dollar amount for construction, this grant agreement will have a supplemental agreement to add those dollars.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BILL NO. 15-75

ORDINANCE NO. 15.75

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, PROJECT NO. 15-045A-1

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 15-045A-1.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 15-045A-1 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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

READ FIRST TIME: _____

READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.75 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date
Approved as to form:

Diann Warner, City Clerk

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.75.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO FORM: AC10

Sponsor: City of Osage Beach

Approved: 03/91 (KR)

Project No.: 15-045A-1

Revised: 03/13 (MWH)

Airport Name: Grand Glaize – Osage Beach

Modified:

CFDA Number:

CFDA #20.106

CFDA Title:

Airport Improvement Program

Federal Agency:

Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

34. SPECIAL CONDITIONS

SECTION III – PLANNING

- 35. AIRPORT LAYOUT PLAN
- 36. AIRPORT PROPERTY MAP
- 37. ENVIRONMENTAL IMPACT EVALUATION
- 38. EXHIBIT "A" PROPERTY MAP

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 39. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 40. ENGINEER'S DESIGN REPORT
- 41. GEOMETRIC DESIGN CRITERIA
- 42. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 43. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 44. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 45. WAGE LAWS
- 46. COMPETITIVE SELECTION OF CONTRACTOR
- 47. REVIEW OF BIDS AND CONTRACT AWARD
- 48. NOTICE TO PROCEED
- 49. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 50. LABOR STANDARDS INTERVIEWS
- 51. AIR AND WATER QUALITY STANDARDS
- 52. FILING NOTICE OF LANDING AREA PROPOSAL
- 53. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 54. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 55. RESPONSIBILITY FOR PROJECT SAFETY
- 56. RECORD DRAWINGS

SECTION VII - GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: City of Osage Beach
 Project No.: 15-045A-1
 Airport Name: Grand Glaize – Osage Beach

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

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

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Obstruction Removal (Tree Clearing);

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to August 1, 2016. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Nine Thousand Three Hundred Fifteen Dollars (\$9,315) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed One Thousand Thirty-Five dollars (\$1,035).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that are ineligible as defined in the Airport and Airway Improvement Act of 1982 (as amended) and in Title 49, Code of Federal Regulations (hereinafter, "CFR"), Part 18.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 30, 2015 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps,

including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor shall return the recovered federal share, including funds recovered by settlement, in order or judgment, to the Commission. It shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

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

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall incorporate the FAA Standard Airport Lease/Agreement provisions into all leases/agreements for use of airport property other than the public use areas. In addition to these provisions, these leases/agreements must provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

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

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, 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, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

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

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

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

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

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig
 Administrator of Aviation
 Missouri Department of Transportation
 P.O. Box 270
 Jefferson City, MO 65102
 (573) 526-7912
 (573) 526-4709 FAX
 email: Amy.Ludwig@modot.mo.gov

Sponsor: Nick Edelman
 Public Works Director/City Engineer
 City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573-348-4469
 573-302-0528
 nedelman@osagebeach.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

(34) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational

aid funded under the AIP (block grant) program during the useful life of the equipment. The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under Federal Aviation Regulation Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment, except for instrument landing systems..

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds. This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Notice to Bidders - Required Language: The Sponsor shall include the following special provision when advertising for bids: "Notice to all potential bidders on federally funded airport construction projects: As mandated by Executive Order 12818, issued by President George Bush on October 23, 1992, a Job Special Provision will be inserted into and made a part of every contract for federally funded airport construction projects, awarded from this or future notices of lettings."

(G) Airport Job Special Provision - Required Language: The Sponsor shall include the following special provisions in contracts for federally funded airport construction projects. "By entering into this contract, the Contractor agrees to comply with all applicable terms of Executive Order 12818, issued by President George Bush on October 23, 1992, prohibiting certain contractual requirements, and prohibiting discrimination against certain persons or entities on the basis of whether or not labor organization Agreements or affiliations exist. The Contractor further agrees to include within its contracts and subcontracts governing this work, a provision that requires those contractors or subcontractors to comply with Executive Order 12818 (except as may be exempted by the terms of the executive order itself).

The contractor understands, and agrees to inform its own contractors and subcontractors, that failure to comply with Executive Order 12818 will subject them to disciplinary action as appropriate, including, but not limited to, debarment, suspension, termination of the contract for default, or the withholding of payments. The Contractor also understands that the Sponsor has not adopted any policies or contractual provisions which violate Executive Order 12818."

(H) Grant Made on Preliminary Plans and Specifications and/or Estimates: This grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. Within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and

specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(I) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(J) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE

Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(K) DISADVANTAGED BUSINESS ENTERPRISES - PROFESSIONAL SERVICES: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in

consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(35) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38B, entitled "Airport Improvement Program Handbook."

(36) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(37) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(38) EXHIBIT "A" PROPERTY MAP: The Sponsor shall develop (or update) an Exhibit "A" Property Map, which clearly shows by appropriate legal description all airport land owned by the Sponsor, including land and interests in land in the runway approach areas, plus any areas or tracts/parcels of land proposed to be acquired in connection with this project. In addition, the map must indicate by appropriate symbols or other markings the property interest (fee title, avigation easement, etc.) the Sponsor holds in each tract/parcel of airport land and the property interest to be acquired in each tract/parcel of land in connection with this project.

(39) RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any obstruction, residence, structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. Any existing obstructions, structures, facilities or uses, including use of equipment that could interfere with electronic guidance or communication systems for aircraft, within the Runway Protection Zone shall be cleared or discontinued unless approved by the Commission and the FAA. The Sponsor shall also take any and all steps necessary by fee ownership or avigation easement to ensure that the land within the designated Runway Protection Zone will not include anything that violates FAA standards, is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums,

golf courses or any other uses restricted by FAA standards.

(40) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(41) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(42) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(43) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(44) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(45) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(46) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(47) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(48) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(49) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the

contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(50) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(51) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(52) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(53) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(54) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(55) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

SPONSOR: City of Osage Beach

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Submission Date: August 25, 2015
Submitted By: Cary Patterson, City Planner
Board Meeting Date: September 3, 2015

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

Description of Item:

Bill 15-76. Voluntary Annexation Larry Rainwater and Donna Rainwater Reese (Furniture Factory Outlet)

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

The City, citizens, Larry Rainwater and Donna Rainwater Reese, Furniture Factory Outlet

Why is Board Action Required?

The Board of Aldermen has the authority and responsibility to approve ordinances.

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

Requesting first reading of Bill 15.76.

Are there any deadlines associated with this action?

The public hearing will be held at the meeting on September 3, 2015. The annexation can then be completed if no written objections are received during the fourteen day period following said public hearing.

Comments and Recommendation of Department:

This is a request to annex a piece of property into the City Limits that is currently the home of a thriving business (Furniture Factory Outlet). The subject property in contiguous and compact to the existing City Limits and is eligible to be annexed. There are several positives to approving this request including increased sales tax income for the City and extending the limits creating an opportunity for continued growth in the future. There are no apparent negatives to approving this request. Staff recommends approval of this request.

City Administrator Comments and Recommendation:

Concur with the City Planner's recommendation.



RECEIVED
JUL 30 2015

BY: dlw

PETITION REQUESTING ANNEXATION

We, the undersigned LARRY RAINWATER and _____, ~~husband and wife~~, 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. (Attach legal description.)
- 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 within 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 15th day of July, 20 15.

/s/ [Signature] Name P.O. Box 1083, Muldrow, OK 74948 Address

/s/ _____ Name 479-629-2544 Phone Number

INDIVIDUAL(S) ACKNOWLEDGEMENT

State of OKLAHOMA)
 County of SEQUOYAH)

On this 15th day of July, 20 15, before me, the undersigned notary public, personally appeared LARRY J. RAINWATER known to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same as for the purposes therein contained.

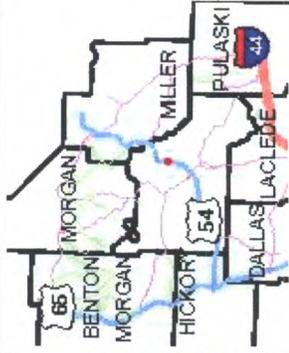
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Marsha Ann Harp
Notary Public

CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

Camden County, MO



Legend

- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Road
- Address Point
- Condo Point
- Parcel
- Corporate Limit Line
- Land Hook
- Original Lot
- Section
- County Boundary

Notes



1: 3,129

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

521.5 0 260.77 521.5 Feet

BILL NO. 15.76

ORDINANCE NO. 15.76

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF OSAGE BEACH, MISSOURI.

WHEREAS, on July 30, 2015 a verified petition signed by Larry Rainwater and Donna Rainwater Reese, owners of the real estate hereinafter described requesting annexation of said territory into the City of Osage Beach, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Osage Beach, Missouri; and

WHEREAS, a public hearing concerning said matter was held at the City Hall in Osage Beach, Missouri, at the hour of 6:30 p.m. on September 3, 2015; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on August 26, 2015, in the Lake Sun, a daily newspaper of general circulation in the County of Camden, State of Missouri; and

WHEREAS, at said public hearing, all interested persons, corporations or political subdivision were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the Board of Aldermen of the City of Osage Beach, Missouri within fourteen days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of Osage Beach, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. Pursuant to the provisions of Section 71.012 RSMo, the following real estate is hereby annexed into the City of Osage Beach, Missouri, being situated in the county of Camden, State of Missouri, to-wit:

All of Tracts B and C of AMENDED PLAT OF HILTON’S LANDING SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri.

Section 2. The boundaries of the City of Osage Beach, Missouri, are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3. The City Clerk of the City of Osage Beach is hereby ordered to cause three certified copies of this Ordinance to be filed with the Camden County Clerk.

Section 4. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: _____

READ SECOND TIME: _____

Bill No. 15-76
Page 2

Ordinance No. 15.76

I hereby certify that Ordinance No. 15.76 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance 15.76.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: August 25, 2015
Submitted By: Nick Edelman, Public Works Director
Board Meeting Date: September 3, 2015

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

Description of Item:

Bill 15.77 – Authorize Mayor to execute Construction Contract OB15-019 for the Lee C. Fine Airport Seal Coating.

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

Citizens of Osage Beach, staff, contractors

Why is Board Action Required?

Board approval required for contracts and purchases over \$5,000.00

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

Motion to approve first and second reading of Bill 15.77

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

45-00-774128 Airport Capital

Comments and Recommendation of Department:

Bids were opened August 25, 2015. The apparent low bidder is Show Me Asphalt Paving, LLC, with a low base bid of \$14,538.40 an additive bid item for \$3,359.20 for a total bid of \$17,897.60. Item was budgeted for \$20,000. The bid tab is attached.

Show Me Asphalt Paving, LLC has not performed work for the City of Osage Beach, their references we will be contacted.

The Public Works Department recommends approval of this ordinance for the award of the is contract with the additive bid item to Show Me Asphalt Paving, LLC in the amount of \$17,897.60.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

BID TABULATION
City of Osage Beach, Missouri
OB15-019 Lee C. Fine Airport
Project # OB15-019

Bid Item No.	Description	Est. Quantity	Unit	Engineers Estimate		Show Me Asphalt Paving, LLC California, MO		McConnell & Associates Corp Kansas City, MO		Vance Brothers Kansas City, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Airport Seal Coating	10,690	SY	\$1.76	\$18,814.40	\$1.36	\$14,538.40	\$1.40	\$14,966.00	\$2.00	\$21,380.00
Total Base Bid					\$18,814.40		\$14,538.40		\$14,966.00		\$21,380.00
Additive Bid Item No.1											
2	Ford Rd Seal Coating	2,470	SY	\$1.76	\$4,347.20	\$1.36	\$3,359.20	\$1.40	\$3,458.00	\$2.00	\$4,940.00
Total Additive Bid Item No.1					\$4,347.20		\$3,359.20		\$3,458.00		\$4,940.00
Total Base Bid & Additive Bid Item No.1					\$23,161.60		\$17,897.60		\$18,424.00		\$26,320.00

BILL NO. 15-77

ORDINANCE NO. 15.77

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHOW ME ASPHALT PAVING, LLC FOR THE LEE C. FINE AIRPORT SEAL COATING

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Show Me Asphalt Paving, LLC for the Lee C. Fine Airport Seal Coating.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Show Me Asphalt Paving, LLC in an amount not to exceed \$17,897.60 for the Lee C. Fine Airport Seal Coating as indicated on the attached "Exhibit A".

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.77 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.77.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

LEE C. FINE AIRPORT

BID FORM

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

Gentlemen:

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

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

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

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

No. OB 15-019 Dated 8/25/15
No. OB 15-019 Dated 8/25/15

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

LEE C. FINE AIRPORT SEAL COATING					
BID FORM					
Item	Estimated Quantity	Unit	Description	Unit Price	Price
1 MO-623	10,690	SY	Airport Seal Coating	\$ <u>1.36</u>	\$ <u>14,538.40</u>
TOTAL BASE BID					\$ <u>14,538.40</u>

ADDITIVE BID ITEM NO.1					
Item	Estimated Quantity	Unit	Description	Unit Price	Price
2	2,470	SY	Ford Rd Seal Coating	\$ 1.36	\$ 3,359. ²⁰
MO-623					
TOTAL FOR ADDITIVE BID ITEM NO.1					\$ 17,897.⁴⁰
<i>The City reserves their right to award on Total Base Bid or Total Base Bid plus Additive Bid No.1</i>					

TOTAL BASE BID IN WRITING: Seventeen thousand five hundred thirty eight dollars and forty cents

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

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

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

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

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

Dated at _____ this 25th day of August, 2015.

LICENSE or CERTIFICATE NUMBER, if applicable 47-355 26 76

LEE C. FINE AIRPORT

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Handwritten Signature] / Project Manager
Signature and Title

TJ White
Typed or Printed Name

Doing Business As Show Me Asphalt Paving L.L.C.
Name of Firm

Business Address of Bidder: 607 E. Buchanan
California MO 65018
Telephone No. (573) 796-6125

IF A PARTNERSHIP: _____
Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: _____
Name of Corporation

By _____
Signature & Title

Typed or Printed Name

ATTEST: _____ (CORPORATE SEAL)
Secretary or Assistant Secretary Signature

Typed or Printed Name

Business Address of Bidder: _____

Telephone No. _____

Submission Date: August 13, 2015
Submitted By: Nicholas Edelman, Public Works Director
Board Meeting Date: August 20, 2015

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

Description of Item:

Bill 15.78 – Budget Amendment for Tree Clearing Project at Grand Glaize Airport

	<u>Original Budget</u>	<u>Amended Budget</u>
47-00-774128 Airport Capital	\$127,000	\$230,000

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

City of Osage Beach, City Staff, Citizens and Visitors

Why is Board Action Required?

Board approval required for contracts and purchases over \$5,000.00

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

Motion to approve first and second reading of Bill 15.78

Are there any deadlines associated with this action?

Yes, this project needs to be completed prior to March 31, 2016 if we want to complete it.

Budget Line / Source of Funds

47-00-774128 Airport Capital

Comments and Recommendation of Department:

We are currently under contract with CMT for the design of the Tree Clearing Project at Grand Glaize Airport. We budgeted \$127,000 for this project. We have estimated the cost of the areas that we would like to clear trees from. This project is now estimated to

cost approximately \$230,000. We are approximately over budget by \$100,000. There are multiple reasons why we are over budget.

- 1) The 2015 budget was based upon the ALP (Airport Layout Plan)
 - a. The CIP (Capital Improvement Plan) for MoDOT was based on the ALP also.
- 2) We have had regrowth of trees and brush from 2007 that we did not anticipate
 - a. Southeastern end of runway 32 was cleared in the past and this area has regrown
- 3) The fence line has had growth on it that we are also trying to clear. This is an additive item that is estimated to cost \$56,000. If this item is not awarded it would reduce the project costs to approximately \$180,000.

The Airport Department will be maintaining the additional land to minimize the potential for regrowth in these areas.

We will be ready to advertise this project in September. If you are ok with proceeding forward, we are planning to have this item to be on the October 22, Board of Aldermen Meeting.

This project will be reimbursed by MoDOT in the amount of 90%. The increase in costs to the City is from \$12,700 to \$23,000. The City has 2013 and 2014 non-primary entitlements that can be used on this project.

This project is not anticipated to be completed in 2015. This project will be a carry over into 2016.

The Public Works and Airport Departments recommend approval of this ordinance.

City Administrator Comments and Recommendation:

The City's additional net out of pocket expense will be funded from unrestricted Grand Glaize Fund funds. If at the completion of the project unrestricted funds aren't sufficient additional transfer from the General Fund will occur to balance the fund.

Concur with the Public Works Director's recommendation.

BILL NO. 15-78

ORDINANCE NO.15.78

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

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

Section 1. That the 2015 Annual Budget adopted as Ordinance No. 14.62 is hereby amended by appropriating an additional \$103,000 to line item 47-00-774128 designated as Airport Capital. Total appropriations as follows:

	Original Item	Amended Item
47-00-774128 Airport Capital	\$127,000	\$230,000

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.78 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	Nays:
Abstain:	Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.78.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

