



**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
December 17, 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 10/29/15; 11/02/15; 12/03/15 (Page 01)
- Bills List (Page 25)
- Liquor License (Page 43)

UNFINISHED BUSINESS

- A. Bill No. 15-93. Rezoning Case No. 385. Arrowhead Development Group, LLC. Second Reading (Page 44)

- B. Bill No. 15-94. Amendment to Chapter 705.300, Rate Schedule for Water. Second Reading (Page 48)
- C. Bill No. 15-95. Amendment to Chapter 710.470, Rate Schedule for Sewer. Second Reading (Page 51)
- D. Bill No. 15-97. 2016 Budget Adoption. Second Reading (Page 55)
- E. Bill No. 15-99. Amendment to Section 120.020. Conflicts of Interest. Second Reading (Page 57)

NEW BUSINESS

- A. Bill No. 15-96. Amendment to Chapter 135; Budget and Finance; Purchasing. First and Second Readings (Page 59)
- B. Bill No. 15-101. Authorizing Janitorial Services Contract. First Reading and Second Readings (Page 76)
- C. Bill No. 15-102. Authorize Aviation Project Consultant Agreement for Taxiway Reconstruction at Lee C. Fine Memorial Airport. First and Second Readings (Page 89)
- D. Bill No. 15-103. Authorize Communications Dispatch Agreement with Lake Ozark Fire Protection District. First and Second Reading (Page 145)
- E. Bid Award. Grinder Pumps (Page 154)
- F. Authorization to Reduce Accounts Receivable for Enterprise Funds (Page 157)

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

October 29, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met at 6:00 p.m. on Thursday, October 29, 2015 at City Hall. The following were present: Mayor Penny Lyons, Alderman Jeff Bethurem, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Kevin Rucker, Alderman Ron Schmitt and Alderman Tom Walker. City Administrator Jeana Woods, City Attorney Ed Rucker, Assistant City Administrator Mike Welty, City Treasurer Karri Bell, City Planner Cary Patterson, Airport Manager Ty Dinsdale, Parks Manager Matt Vandevort, Building Official Ron White and City Clerk Diann Warner were also present.

Human Resources.

Human Resources Generalist, Cindy Leigh contacted the human resources department at the hospital regarding using Survey Monkey to conduct an employee satisfaction survey. City Administrator Jeana Woods said many products are available through MPR and the survey could be done in house. Depending upon the results, the Board could decide to look into the issues. Mrs. Woods would also like to conduct a survey in 2016 for economic development.

Alderman Rucker commented that after a survey is taken when the data has been analyzed, the Board could decide to hire a consultant. City Administrator Woods will contact other cities to see what they do.

Discussion followed on a flashing light at a lift station that the SCADA system did not recognize however, dispatch contacted the on call employee and they responded and resolved the problem. It was noted that the SCADA system should work even if there is a power failure. Public Works will monitor the lift station to assure SCADA is operating correctly.

Alderman Marose commented that the mayor is paid only \$5,000 per year. Mayor Lyons responded that she knew the amount when she ran for office, and if the office paid more, people would run because of the money. Alderman Rucker said compensation was discussed in 2008 and the City was in line with other cities at that time.

Discussion followed on salary surveys which are conducted by CBiz. A certain number of positions are analyzed each year and the company makes recommendations. Cindy Leigh, Human Resources Generalist, said no changes occurred between 2009 and 2014, however, when recommendations for increases are made, only those positions on the lower end of the level realize an increase. Consensus was to look at the entire compensation package and not just salaries.

Lee C. Fine. There are no legal restrictions on airport funds. City Administrator Jeana Woods explained restricted and unrestricted funds. Significant changes include heating and cooling for the rental house is over budget. The rental house at Lee C. Fine is ageing and the roof needs to be replaced along with siding, new carpet and floors. Building Official Ron White pointed out that the windows do not meet code because they will not open.

Upon a question to Building Official White whether the house meets building codes, he responded in the negative. There were no objections to leaving \$28,000 in the budget for upgrades and repairs to the rental house.

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Grand Glaize Airport. Funds are not restricted, and 2016 will show an increase in revenue because of the property that was purchased. It was noted that hangars cannot be rented unless there is a related aviation purpose.

Public Works Director Nick Edelman discussed the study the US Fish and Wildlife is conducting on the Northern Longeared Bat that is holding up the tree clearing project. He anticipated the project will be ready to bid out next November.

City Administrator Woods explained the process for budget adjustments for carry overs to the next fiscal year. She explained that during the budget process staff submitted a five to ten year plan so she could forecast the needs of the city between 2015 and 2020. City Administrator Woods is comfortable that the budget is efficient and she wants to keep operation and maintenance and personnel under the revenue stream; and 75% of items staff has requested could be done. After analysis, City Administrator Woods said that there are eight months of money in reserve and she is confident there are adequate funds to keep operation and maintenance and personnel expenses within the revenue stream.

Alderman Rucker commented that in the past there had been a request to evaluate fees. City Administrator Woods said there was an evaluation on all fees with minor adjustments to some, park fees were just completed, and SDC and impact fees were evaluated. Ambulance fees will be increased in 2016.

Parks.

Significant changes are maintenance and repair costs have increased to \$45,000. A renewal contract with Turf Mark will cost \$14,000; repairs to the irrigation system are also budgeted. Rental of a track hoe to set a box culvert to try to eliminate flooding and to clean out other culverts is being budgeted. Installing a well at the City Park is being requested which will benefit community events.

Discussion followed on the cost of a small transformer at the park versus solar power. It was noted that all scoreboards are solar and they require a great deal of maintenance. Discussion followed on a dog park. Park Manager Matt Vandevort said he has asked the State Parks about using property between the Park and Osage Beach Parkway for a dog park but he has had no response yet.

A walk-in cooler will provide the ability to bring in more products at the park. Coke will provide the cooler. The concession stand had revenues of \$19,000 and expenses of \$8,250 in 2015. Buying in bulk will save money.

The concession building at Peanick Park is in bad condition and is bigger than needed for a small park. Mr. Vandevort suggested bringing in a mobile snack wagon in 2017. He said demolishing the building will provide the ability to add a pavilion.

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Building Inspection.

The Planning and Building Departments share a secretary since neither department can justify a full time position. The cost of health insurance caused the projected year end expenses to be over budget.

Building Maintenance. A part time position for building maintenance is being requested. Building Official Ron White said a part time employee will eliminate many projects from being bid out. He discussed the heating and air conditioning units and the cost of repairing same. Mr. White said that the EPA regulates the number of times a unit may be recharged.

City Administrator Woods said replacing the chairs in the board room was considered however the cost was too high, therefore a decision was made to clean the carpet instead.

Planning Department.

50% of the cost of a secretary has been added in 2016. The Administrative Assistant for the City Administrator spends 60% of her time for the administrator; and the remaining time for Parks and Human Resources, attending Planning Commission and Board of Adjustment meetings. City Planner Cary Patterson said filling the compliance officer position is being suspended temporarily. Code enforcement and building inspection did not see the need for that position at this time; however, if development increases the position would be necessary. Alderman Rucker commended City Administrator Woods for evaluating the need for positions and not automatically filling vacancies.

Alderman Olivarri questioned the reason vehicle and cell phone line items are not reduced. City Planner Patterson said he plans to use the Explorer that will come from the Police Department. Human Resources Generalist Cindy Leigh said the bigger impact is \$21,000 by not replacing the compliance officer.

City Treasurer.

Two new employees have been in training for the last six months and she is requesting funds for the staff accountant to attend Incode training in Phoenix next year and possibly the utility billing clerk in 2017. City Treasurer Karri Bell said she is pleased with the progress of the two new employees.

TIF Funds. City Treasurer Bell reported that both state required TIF reports have been filed and are available for review online. On November 1, an interest and principle payment will be made on the Prewitt's 2012 issue and interest only on the 2006 issue. City Treasurer Karri Bell said she anticipates dipping into reserves to make the 2015 spring payment. Regarding the Dierbergs TIF, it is a pay as you go project; however, nothing has been paid on the principle; only interest payments have been made. Alderman Olivarri said he would like to know how Dierbergs is doing versus projections. City Treasurer Bell will provide an update to the Board.

There being no further business to come before the Board of Aldermen, the meeting adjourned at 8:40 p.m.

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I, Diann Warner, City Clerk, do hereby certify that the above foregoing is a true and complete journal of proceedings of the meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on October 29, 2015.

Diann Warner, City Clerk

Penny Lyons, Mayor

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

November 2, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met at 6:00 p.m. on Thursday, November 2, 2015 at City Hall. The following were present: Mayor Penny Lyons, Alderman Jeff Bethurem, Alderman Phyllis Marose, Alderman John Olivarri, Alderman Kevin Rucker, Alderman Ron Schmitt and Alderman Tom Walker. City Administrator Jeana Woods, City Attorney Ed Rucker, Assistant City Administrator Mike Welty, City Treasurer Karri Bell, Ambulance Supervisor Floyd Handy, Police Chief Todd Davis, IT Manager Jim Davis, and City Clerk Diann Warner were also present.

Ambulance.

The Ambulance Fund is unrestricted. After a survey was taken of surrounding areas, ALS (Advanced Life Support) is increasing from \$625 to \$800 per call and the mileage per run is doubling. Transfers are \$300,000 in 2016 down from \$385,000 in 2015.

Significant changes are medical supplies due to price fluctuations, and operating capital will be lower in 2016. Ambulances will be rotated to keep the mileage down.

Full time staff work 24 hour shifts. The amount for part time employees has decreased but there will be an increase in full time employees. Salaries are down but overtime is up. A new ambulance was purchased in 2015 with a five year lease/purchase agreement. Less than 10% of ambulance fees are billed to the patient; 76% is insurance and the remainder is billed to Medicare and Medicaid.

City Treasurer Karri Bell said accounts are monitored very closely and nonpayment accounts are sent to a collection agency. She added that in 2009, a full time position was eliminated by outsourcing ambulance billing. If the company cannot collect the debt, it comes back to the City and sent to a collection agency.

Police Department.

Maintenance and repair was moved to maintenance and support services; the number of vehicles to be purchased in 2016 has been reduced to two cars, and the vehicles will be sold when mileage reaches 80,000 miles up from 65,000 miles. Internal affairs software is budgeted in 2016 which will allow better tracking. Human Resources Generalist Cindy Leigh said a policy will be implemented to make sure no unauthorized changes may be made.

Two automated external defibrillators (AED's) will be purchased to replace existing equipment; in car video cameras will be purchased to replace existing cameras. The life span for cameras is three to five years. It was noted that videos are a very effective prosecutorial tool and it reduces citizen complaints.

911 Center.

The 911 center is currently fully staffed. Training and conference is reduced for 2016. Maintenance and support services will be increased and moved from the IT budget. IT Manager Jim Davis explained that if software is specific to a department, that department pays the maintenance on the

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software. Chief Davis said a web based system is being considered which will relieve storage space on current servers. Viper as a Service enhances radio coverage within the City and is only available on police department frequencies.

Emergency Management.

Training and Conference is being increased and within five years, Chief Davis said the 911 Center will be moved to the lower level.

IT.

IT Manager Jim Davis said Adobe is being upgraded; however the City is a year behind on releases. The federal government forced upgrades from XP to Windows 7 and now to Windows 8. Upon a question from Alderman Olivarri about the part time position, Mr. Davis explained that the position is working out very well and the response time is better. He said a full time position should be considered in the next few years. Mr. Davis explained that in 2003, there were two servers and currently there are 15 to 20 servers being maintained with the same number of employees. He said another employee should be included in the five year plan.

City Attorney.

Training and travel shows an increase since the MML Conference is in St. Louis next year. The line item for books and subscriptions is reduced in 2016. City Attorney Ed Rucker said he is currently handling two civil lawsuits.

City Clerk.

A new office chair is being requested under operating capital.

Collector.

Mayor Lyons said voters have been asked on two occasions to eliminate the collection position and it has failed both times. She added that citizens do not want to eliminate the position.

Municipal Court.

City Attorney Ed Rucker said that the court clerk has spent the last few months trying to understand Senate Bill 5. He added that Judge Washburn is extremely valuable and has integrity. Mr. Rucker said SB 5 will not affect the City's municipal court.

A discussion followed on security at city hall. Chief Davis said bullet proof glass would be needed and metal detectors would require an extra officer, plus the lobby would need to be reconfigured. A metal detector alone is about \$7,000.

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Overhead.

City Administrator Jeana Woods said all City vehicles are equipped with GPS equipment and funds for GPS maintenance support are included in this budget. An AED (Automated External Defibrillator) is also included to replace the outdated AED in the lobby at city hall.

Upon a question about security, City Administrator Woods explained that bullet proof glass and a metal detector was cut from the budget however, she recommended installing bulletproof glass before the metal detector if the Board desires. Upon a question about security, City Administrator Woods explained that bullet proof glass and a metal detector was cut from the budget however, she recommended installing bulletproof glass before the metal detector if the Board desires.

Mayor and Board.

Training and travel is increased for 2016 for every elected official to attend MML in St. Louis next year, and other training that comes up during the year. Per meeting expense for committee members has been added in an amount of \$3,650. It was noted that elected officials are not included in the per diem expense because elected officials may only get a raise in pay after they are reelected. City Attorney Rucker will draft two versions of the per diem ordinance; one including elected officials and one excluding elected officials.

City Administrator.

Three full time positions are included in this budget; training and travel shows an increase to allow the City Administrator to attend the ICMA conference that will be held in Kansas City in 2016.

Alderman Schmitt commented he has noticed an increase in training and travel and memberships overall. City Administrator Woods explained that when the economy took a downturn, former city administrator Nancy Viselli decided to eliminate training unless it was necessary to maintain certification. Mrs. Woods said she trying to incorporate training back into the budget.

Mayor Lyons commented there was a period when travel was cut and there was a six month freeze in wages. She added that she would rather see wages frozen rather than cut positions. Alderman Marose said that during budget meetings last year there was a lot of discussion about a community developer and she questioned who has assumed those duties. Mrs. Woods responded that Assistant City Administrator Mike Welty is doing a good job and he and the City Planner have been a big help to her. She said no one specific position has the title.

Economic Development.

City Administrator Woods explained that she serves as a member of LOREDC (Lake of the Ozarks Regional Economic Development Committee). She said that the City is being marketed using social media and web presence. The Police Department, the Parks and City all have Facebook pages; the City has a cooperative program with Tri-County Lodging Association, billboards are used to advertise City events such as the Fall Festival, Holiday Lights at the Park, the Easter Egg Hunt and the Welcome to Summer event as well as staff assisting with other community events.

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City Administrator Woods explained ways the City is involved in assisting developers. She said a grant was received to create a video which will begin in the spring, the City provides a welcome packet and a statistical letter, and a business and retail assessment will be done in house in 2016. Community Promotions in the Economic Development budget has a new line item for community event support in the amount of \$10,000. Mrs. Woods asked what will be used when requests for financial assistance and use of the City's billboards and other equipment are received.

The Economic Development budget also includes funds for new banners and replacing some holiday displays.

Mayor Lyons said that \$25,000 had been requested at the last Board meeting. Alderman Olivarri commented that part of the \$25,000 will be spent in 2017. He explained that advertising is difficult to evaluate and the funds are matched with Missouri Division of Tourism dollars. Alderman Olivarri said it is an increase but not much more for the value the City receives. He said he did not see the value of the electronic billboard advertising and said there is more value in radio and advertising in Kansas City. Alderman Rucker said he would rather go back to advertising on the electronic boards part of the year.

Discussion followed on continuing to advertise on the electronic billboards. Suggestions were made to simplify the message so that it is easier to read while crossing the bridge. Mayor Lyons said the billboards help the community especially the traveling public to let them know the number of exists and where to shop.

Alderman Marose moved to budget \$25,000 in the 2016 budget to Tri-County Lodging Association to promote Osage Beach. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Alderman Olivarri asked that funds be budgeted to help promote events that are not City sponsored. Mayor Lyons asked how to quantify which events would receive City assistance. Alderman Olivarri stated that the individual holding an event would have to apply for funding. Mayor Lyons said that criteria would have to be established. Alderman Olivarri commented that City Attorney Rucker said that there would be no problem if the City assists those events that are held within the City.

Alderman Rucker moved to reduce the amount for billboard advertising from \$39,000 to \$25,000, further staff was directed to come back to the Board with suggestions for advertising. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Alderman Olivarri applauded City Administrator Woods' and he stated that economic development is a tough issue. He asked if an economic development intern could be hired to help develop an economic development program. Alderman Olivarri said no current staff member has an economic development background to help the City create a vision and establish goals.

Alderman Rucker said that he would like to see body cameras for police, ambulance and public works employees for safety reasons. City Administrator Woods said body cameras will be discussed in the 2017 budget. It was noted that body cameras are not used by employees but GPS were installed in all City vehicles for safety reasons. City Administrator Woods said Public Works

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Director Nick Edelman has made policy changes including employees riding together to increase safety.

Discussion followed on a priority lighting system which was explained by Alderman Rucker as a device that is installed on vehicles that triggers stop lights to turn green and all others to turn red during emergencies.

Alderman Rucker moved to add funds to the 2016 to install a priority lighting system on two ambulances at a cost of \$1,200 each. Alderman Marose seconded the motion which was voted on and unanimously passed.

There being no further business to come before the Board of Aldermen, the meeting adjourned at 8:55 p.m.

I, Diann Warner, City Clerk, do hereby certify that the above foregoing is a true and complete journal of proceedings of the meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on November 2, 2015.

Diann Warner, City Clerk

Penny Lyons, Mayor

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

December 3, 2015

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, December 3, 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 she received notification that the City will receive the 16th award for the Comprehensive Annual Financial Report. She congratulated staff and stated that the report involves a lot of input from all departments. Mayor Lyons reported the award is usually given to larger cities so it is an even greater achievement for a city the size of Osage Beach.

Mayor Lyons reported that the Holiday Light Park was busy last night and many cars pulled over so they could watch the animated displays. She encouraged everyone to visit the park.

Mayor Lyons commented on the purchasing ordinance that is on the agenda. She said this is the result of all departments working together to update and define the purchasing policies for the City which will help expedite the process.

Mayor Lyons announced there is a public hearing for the Arrowhead Development on the agenda and a request for the first reading for a planned unit development. She added this very large development is beginning to move forward and the groundbreaking for the first phase will be held tomorrow. Mayor Lyons said there have been many inquiries about the Arrowhead Senior Living Community which will begin construction in 2016. She said this is probably the largest development proposed for the lake area and it says a lot that the developers have decided to locate in Osage Beach. Mayor Lyons said Osage Beach continues to set the standards for the area.

Citizens Communications.

Fred Catcott representing the Elks Lodge was present to thank the City for their help with the second annual Veterans Parade. He said the Lodge fed over 350 people and the parade had 64 floats.

Consent Agenda.

Alderman Marose moved to approve the consent agenda which includes minutes of the regular meeting held on November 19, 2015, the bills list as submitted, and a liquor license to Lil Rizzo's. Alderman Walker seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 15-90. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING A NEW SECTION OF THE TRAFFIC CODE TO ESTABLISH A PRIMARY SEATBELT LAW TO ENHANCE PUBLIC SAFETY

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Mayor Lyons presented the second reading of Bill No. 15-90 by title only. It was noted that Bill No. 15-90 has been available for public review. Alderman Marose moved to approve the second reading of Bill No. 15-90 as presented. Alderman Schmitt seconded the motion.

Alderman Bethurem asked for clarification on the need for the ordinance and stated that he wanted to make sure it was for safety and not to increase revenues. Police Chief Davis responded that the primary seat belt law is a safety issue and an effort to reduce fatalities.

The following roll call vote was taken to approve the second reading of Bill No. 15-90 and to pass same into ordinance: "Ayes": Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem. "Nays": None. Bill No. 15-90 was passed and approved as Ordinance No. 15.90.

Bill No. 15-91. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING A NEW SECTION 111.070 PROVIDING FOR THE PAYMENT OF A TWENTY-FIVE DOLLAR PER MEETING PER DIEM TO VOLUNTEERS ATTENDING THE MEETING OF VARIOUS CITY COMMITTEES

Mayor Lyons presented the second reading of Bill No. 15-91 by title only. It was noted that Bill No. 15-91 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-91 as presented. Alderman Walker seconded the motion.

Alderman Rucker moved to amend the motion to add the City Collector to the list of those who are not eligible to receive the per diem. Aldermen Olivarri seconded the motion.

The following roll call vote was taken to approve the second reading of Bill No. 15-91 as amended and to pass same into ordinance: "Ayes": Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker. "Nays": None. Bill No. 15-91 was passed and approved as Ordinance No. 15.91.

New Business.

Public Hearing. Rezoning Case No. 385. Arrowhead Development Group, LLC; Request for a PUD for a 226.31 Acre Mixed Use Development Including Commercial and Residential

Applicant: Arrowhead Development Group, LLC.

Location: Property is located off of Highway KK in the area at and around the former Dogwood Hills Golf Course.

Petition: PUD for a 226.31 acre mixed use development including commercial and residential.

Existing Use: Vacant PUD property.

Zoning: Commercial PUD-1

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Rights of Way or the acceptance of new streets within the development into the Public Road System.

4. The character of surrounding development is primarily commercial with the highway commercial corridors and the golf course surrounding the subject property.
5. Setbacks for the development will be as follows:
 - A) Properties designated for commercial and/or mixed uses will be required to meet the minimum dimensional requirements for the C-1 (General Commercial) zone.
 - B) Property Designated for Residential Uses only will be required to meet the minimum Dimensional Requirements for the R-3 (Multi Family Residential) zone.

The PUD is a zoning tool to offer flexibility within the rigid zoning districts by allowing mixed-use developments that adhere to the goals and objectives of the Comprehensive Plan. In this situation we have a large piece of property that maintains a PUD-1 Overlay zone for a much more intense development pattern. The new PUD request takes the focus off of being an entirely commercial/retail development and concentrates on a mixed use development that includes a substantial amount more residential development while still maintaining some of the retail ideology from the currently approved PUD.

This is a project concept that was established because of the expressway and its location adjacent to the subject property. The split diamond interchange opens up the adjacent properties for intense developments of this type because it provides a more efficient means of access to the project location. This location is either the first or last exit location, depending on travel direction, off of the expressway into the City of Osage Beach. This also intensifies the areas desirability as a business/retail node.

Once this request is approved, the only development that can take place within the PUD District are those that conform to the permitted uses and regulations of the PUD itself. This includes everything from facility construction to infrastructure development.

The applicant in this case has made a significant effort to provide a green space and buffer area around the development property. The interior road system will not only serve the development but once completed should provide some much needed connectivity opportunities from the Nichols and Dude Ranch Road Corridors with some further planning.

Keeping in mind the existing conditions of the subject property, a recommendation of Heavy Traffic Commercial for the property by the Comprehensive Plan, and the fact that a development of greater intensity is already approved for the property; **the Planning Department recommends approval of this request subject to the following provisions:**

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Permitted Uses:

All uses must comply with those specified within the Final PUD Document, those specifically illustrated on the PUD Land Use Plan, permitted uses within the C-1 (General Commercial) zone for those properties designated for commercial and/or mixed uses, the permitted uses within the R-3 (Multi Family Residential) zone for parcels designated exclusively as residential, and the specific regulations listed in exhibit I of the TIF contract.

Any specific proposed uses, other than those specifically listed in the PUD document, for the parcels designated for commercial use that would require an E-3 (Entertainment) Overlay under normal zoning and use procedure, will require an amendment to the approved PUD. These uses are customarily of a highly intense nature and a specific public hearing process and development plan will be necessary to assure positive community impact and assimilation.

Also any other proposed use that deviates from the uses permitted in the above listed regulatory documents will require an amendment to the approved PUD.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing Public Rights of Way to be vacated as part of this development must also go through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

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Access:

Access shall be derived from Highway 54, Highway KK, and the approved street and roadway plan for the development. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements and the parking requirements as established in the final PUD Document at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as defined in the PUD Document.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing or proposed residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject for review during the platting process.

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Final Development Plan:

1. A final PUD development plan for the entire 226.31 acres has been submitted to the Planning Department and is enclosed in your packet. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.
2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

The Planning Commission recommended approval of the PUD to conform to the requirements of the TIF and the TIF proposal at their meeting held on November 10, 2015.

Gary Mitchell, the applicant was present to express his appreciation to the City staff for working with him on this project.

No one was present to speak in favor of or in opposition to Rezoning Case No. 385. There being no comments, Mayor Lyons closed the public hearing.

Public Hearing. Amendment to Water and Sewer Rates

City Administrator Jeana Woods presented a Power Point presentation which is attached hereto and is a part as if fully set forth herein. She explained that the last rate increase occurred in 2014 and that the system must be paid for by the users. She further explained the goals are to provide clean and safe water to the community, to operate the water and sewer system in a safe, lawful and financially sound manner.

Alderman Bethurem said bills for those who irrigate during the summer are very high. City Administrator Woods explained there is a program whereby an irrigation meter could be installed which would be cheaper. Alderman Bethurem said he is not a proponent of the way this is done and Mrs. Woods explained there is no other way to do it with the type of system.

City Administrator Woods said a large amount of water is lost when flushing the system and when the fire department fills their trucks. She said as the system ages, there would be more leaks. Public Works Director Nick Edelman said a lot of rain went into the sewer system this year.

No one was present who wished to speak at this time.

Bill No. 15-92. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A COMMUNICATIONS SYSTEMS AGREEMENT WITH THE OSAGE BEACH FIRE PROTECTION DISTRICT.

Police Chief Todd Davis said the City has provided dispatch services to the Osage Beach Fire Protection District for many years. This agreement includes an increase of 3%.

Mayor Lyons presented the first reading of Bill No. 15-92 by title only. It was noted that Bill No. 15-92 has been available for public review. Alderman Rucker moved to approve the first reading

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of Bill No. 15-92 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 15-92 by title only. Alderman Rucker moved to approve the second reading of Bill No. 15-92. Alderman Marose seconded the motion.

The following roll call vote was taken to approve the second reading of Bill No. 15-92 and to pass same into ordinance: "Ayes": Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt "Nays": None. Bill No. 15-92 was passed and approved as Ordinance No. 15.92.

Bill No. 15-93. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI.

Mayor Lyons presented the first reading of Bill No. 15-93 by title only. It was noted that Bill No. 15-93 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 15-93 as presented. Alderman Walker seconded the motion which was voted on and unanimously passed.

Alderman Olivarri questioned the time line for the traffic study for the Arrowhead Centre Development. Mr. Mitchell responded that traffic will be addressed with the final plat. He added that the first building may be constructed without a final subdivision plat.

Bill No. 15-94. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 705.300 RELATING TO WATER OF THE OSAGE BEACH CODE OF ORDINANCES.

Mayor Lyons presented the first reading of Bill No. 15-94 by title only. It was noted that Bill No. 15-94 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 15-94 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 15-95. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 710.470 RELATING TO RATES AND CHARGES FOR USE OF THE SEWER SYSTEM

Mayor Lyons presented the first reading of Bill No. 15-95 by title only. It was noted that Bill No. 15-95 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-95 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bill No. 15-96. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING CHAPTER 135, FINANCE AND PURCHASING, AND ENACTING IN LIEU THEREOF A NEW SECTION UNDER THE SAME NUMBER

City Administrator Jeana Woods explained the changes to Chapter 135 as follows:

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Article I. Budget and Finance In General

- Expanded definitions
- Restates the City's Budget Officer, Fiscal Year, Required Financial Reporting (Budget and Financial Statements), and Audit requirement
- Restates Budget Preparation and Adoption details
- Expanded on Budget Transfers and Budget Amendments

Article II. Purchasing, Procurement, Transfers, and Sales

- Restates the City's Purchasing Agent, requisitions and estimate requirement
- Expands on preferences
- Expands on general procedures, payments, and ethics
- Expands on authority and responsibilities, informal and formal competitive bidding, and competitive proposals
- Expands on purchasing and procurement correction, withdrawal, and cancellation
- Expands on cooperative purchasing, sole source procurement, and emergency purchases
- Expands on disposal of city property and seized, unclaimed, or abandoned property

Article III. Agency and Trust Fund and Article IV. Tax Increment Financing Commission

- Only restructures section numbers to accommodate sequential flow due to Article I and II changes

Following discussion of recommended changes presented by Aldermen Rucker, there were no objections to Bill No. 15-96 being held over to the next meeting.

Bill No. 15-97. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND APPROPRIATING FUNDS PURSUANT THERETO

City Administrator Jeana Woods explained that Bill 15.97 reflects the budget as authorized by the Board during their review at the budget workshops.

Mayor Lyons presented the first reading of Bill No. 15-97 by title only. It was noted that Bill No. 15-97 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 15-97 as presented. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Bill No. 15-98. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 110.070 PROVIDING FOR THE MAYOR TO COMMUNICATE NO LESS THAN ANNUALLY TO THE BOARD AND TO THE CITIZENS ON THE STATE OF THE CITY AND MAY RECOMMEND SUCH MEASURES AS MAY, IN HIS OR HER OPINION, TEND TO THE IMPROVEMENT OF THE FINANCES, SAFETY, HEALTH, SECURITY, ORNAMENT, COMFORT AND GENERAL PROSPERITY OF THE CITY.

City Attorney Ed Rucker announced that Bill No. 15-98 had been created at the request of Aldermen Bethurem; however, by unanimous consent, Bill No. 15-98 was held over.

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Bill No. 15-99. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 120.020, CONFLICTS OF INTEREST, ADDING A SECTION TO BE NUMBERED 120.020 (C) ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

City Administrator Woods explained that due to the proposed comprehensive changes to Chapter 135, updates to Section 120.020 are needed to ensure consistency throughout the City code.

Mayor Lyons presented the first reading of Bill No. 15-99 by title only. It was noted that Bill No. 15-99 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 15-99 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Resolution 2015-09. Creating a Selection Committee for the Osage Beach Parkway West Study

Resolution 2015-09 authorizes the creation of the Osage Beach Parkway West Study Selection Committee. The committee will assist with the selection of a qualified firm. The committee will consist of the Mayor, Public Works Director Nick Edelman, City Planner Cary Patterson, and two Board of Aldermen representatives appointed by the Board.

Alderman Marose moved that Alderman Bethurem and Alderman Olivarri serve on the Selection Committee. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Alderman Bethurem stated that the committee will review the Request for Qualifications and the goal is to have support from the community and the Board. City Administrator Woods will finalize the time line and send it to members of the committee

Authorize Swiss Village Water Tower Wording and Design.

Director of Public Works Nick Edelman said staff would like the painting of the Swiss Village Water Tower done in spring of 2016 and he asked for direction on the tower wording and design. The tower currently has the following on it with no artwork included:

City of Osage Beach
The Heart of Lake of the Ozarks

The Board viewed three potential designs. Alderman Olivarri moved that the design with the sail boats be used with the following modifications: delete the word Missouri and delete the photo of the sailboats, further the design would say "Osage Beach, The heart of Lake of the Ozarks" with a drawing of a heart replacing the word heart, further that the City's website be added. Alderman Walker seconded the motion which was voted on and unanimously passed.

Authorize Payment of Insurance Claim for Warning Siren Located at the Former Osage Beach Elementary School.

City Administrator Woods explained that on November 15th the City was notified the warning siren was hanging by a thin wire. The exact time and date the damage occurred is unknown, however

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the Lake area did experience high wind gusts on November 11th and 12th. An annual inspection and maintenance of the warning siren was conducted on October 21st. After viewing photos of the damage the factory stated it looked like the damage was from straight line wind or a micro burst.

Outdoor Warning Consultants is a sole source vendor for repair and maintenance of the warning sirens. Outdoor Warning Consultants' initial estimate to repair the damage was \$23,038.00 however due to electrical costs the amount could increase but not exceed \$26,000.00.

This claim will be reimbursed by insurance, less the City's deductible of \$2,500.

Alderman Olivarri suggested that the siren be moved. City Planner Cary Patterson commented that the sirens are placed in locations determined by a study conducted to maximize effectiveness.

Alderman Rucker moved to approve the insurance claim up to \$26,000 for the warning siren minus the \$2,500 deductible. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Approval of Date and Location of 2016 Employee Appreciation Dinner.

The 2015 event was extremely successful at Dog Days, however, space was tight. It is difficult to find a venue to accommodate a group our size within Osage Beach city limits. Therefore, informal request for proposals were solicited from area hotels and restaurants. The responses were:

Country Club Hotel	Date is not available	
Resort at Port Arrowhead	Date is not available (under renovation)	
Inn at Grand Glaize	Per Person Buffet	\$23.00 inclusive
Old Kinderhook	No response	
Osage National	Per Person Buffet	\$35.34 inclusive
Redhead Lakeside Grill	Per Person Buffet	\$23.00 inclusive
Tan-Tar-A Resort	Per Person Buffet	\$30.00 inclusive
The Exchange Venue with catering-		
Wobbly Boots	Per Person Buffet	\$23.00 inclusive
	\$600 venue charge	

This year the Employee Strategic Planning Committee discussed a variety of options for the 2016 Employee Appreciation Dinner. The consensus of the committee is to try other venues since this event has been held at the same location for approximately 13 consecutive years. The committee recommends the Redhead Lakeside Grill. The Redhead Lakeside Grill is located off Three Seasons Road and is out of city limits however they are a utility customer. This event has been consistently held the Friday before the Martin Luther King holiday which is January 15, 2016.

Following a short discussion, Alderman Olivarri moved to approve the location at Redhead Lakeside Grill on January 15, 2016 for the Employee Appreciation Dinner. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

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Ratify Mission Statement.

City Administrator Woods said each year the Board re-adopts the mission statement for placement in the upcoming budget.

In reviewing this document for placement in the FY2016 Budget, a change is needed to add Alderman Bethurem.

Enclosed is an updated copy. Each member will need to sign the original. The mission statement is not only added to the adopted budget but is distributed to staff.

Alderman Olivarri moved to ratify the mission statement as recommended. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Authorize Purchase of Playground and Other Equipment at Camdenton Grade School Auction.

Matt Vandervoort explained that the Parks and Recreation Department request approval to purchase up to \$3,000 worth of items at an upcoming Camdenton Grade School auction on Saturday, December 12 with City Administrator approval during the auction. One item includes a swing set which would be added to the playground equipment at City Park. The auction company expects this to be sold for roughly \$200. Also there are several aluminum benches which could be used on soccer fields or in dugouts at Peanick Park. These items are expected to go for roughly \$200 per bench. There will also be storage lockers which would be used in the park maintenance building for employees to have their own area to store extra clothing, boots, etc. (price unknown). And last the Parks Department has interest in additional office shelving and office filing cabinets to improve upon what is currently used.

Mr. Vandervoort said if the price on these items would go too much higher than what is predicted then the money will not be spent as requested.

This is an opportunity that has presented itself most recently and since these are not budgeted capital items, authorization is being requested by the Board for me to sign off on the purchases of stated items of interest in the aggregate amount not to exceed \$3,000.

Funding would come from unrestricted general fund balances. Based on staff's year end estimates calculate at the beginning of the budget process for the entire general fund, there are line items that are coming in under budget to accommodate this up to \$3,000 purchase.

Alderman Olivarri moved to authorize the purchase of playground and other equipment at the auction in an amount up to \$5,000. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bill No. 15-100. AN ORDINANCE AUTHORIZING, ESTABLISHING AND PROVIDING FOR THE ELECTION PROCEDURE TO BE FOLLOWED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD APRIL 5, 2016 IN THE CITY OF OSAGE BEACH, MISSOURI.

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City Clerk Diann Warner explained that Bill No. 15-100 would allow a lottery system for candidates who file a declaration of candidacy prior to 5:00 p.m. on the first day of candidate filing. Candidates will randomly draw a number to determine the order in which their name will appear on the ballot. The names of candidates filing on the first day of filing will be listed in ascending order.

RSMo. 115.124(2) directs us to designate where candidates will form a line to file, or allows for random drawing on the first day to determine the candidates position on the ballot. Some entities are required to adopt the lottery system for candidate filing, however fourth class cities are not required to do so. Even though it is not required, staff believes adopting this ordinance will eliminate any question of impropriety.

Mayor Lyons presented the first reading of Bill No. 15-100 by title only. It was noted that Bill No. 15-100 has been available for public input. Alderman Bethurem moved to approve the first reading of Bill No. 15-100 as presented. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second reading of Bill No. 15-100 by title only. Alderman Olivarri moved to approve the second reading of Bill No. 15-100. Aldermen Marose seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 15-100 and to pass same into ordinance: "Ayes": Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Rucker. "Nays": None. Bill No. 15-100 was passed and approved as Ordinance No. 15.100.

Communications from Members of the Board of Aldermen.

Alderman Schmitt. Ron Schmitt read an article from a newspaper this week asking the City to be above the type of politics that hampered Lake Ozark for years and move beyond petty differences.

Alderman Marose. Phyllis Marose reemphasized that the Board represents citizens in their respective wards and not only serve as their spokespersons but have the responsibility to openly convey any information brought to the Board as well as respecting any positive or negative responses to any issue. She added that as Aldermen, they have the responsibility to decide what best for the City is as long as they feel assured they have community support. Alderman Marose said the Board has intended and will continue to have consistent harmony between the Mayor and staff.

Alderman Walker. Tom Walker stated that the current Board of Aldermen are unified in their focus on improving the City of Osage Beach in terms of supporting economic development, City services, infrastructure and community events. He said he is aware that there have been misleading statements made and activities engaged in that are not conducive to simply introducing an idea for the possible enhancement of the Westside Parkway. The idea that was introduced by Aldermen Bethurem should be considered, just as any other idea of other aldermen should be to improve the City. Alderman Walker said it is time to move forward with open minds and a positive attitude, engage in public meetings, hear all facts and arrive at decisions which are in the best interests of all parties involved.

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Alderman Bethurem. Jeff Bethurem submitted emails for the record regarding proposed improvements to the West side of the Grand Glaize Bridge.

Alderman Rucker. Kevin Rucker stated that for the first time he was ashamed to serve as a Board member.

Alderman Olivarri. John Olivarri thanked Dan Field and Samantha Edmondson for their responsible and factual reporting on City issues and for not playing up a certain written negative statement. He said that the Board's goal, working as a team, has always been to get the City's business done. Alderman Olivarri said that misunderstandings happen but how they are resolved defines us. The current divisive rhetoric needs to stop because there is a lot of work to do and constituents expect the Board to figure out how to do it.

Staff Communications.

City Planner. Cary Patterson congratulated Fred Catcott and the Elks for a very successful Veterans' Parade.

Park Department. Matt Vandervoort thanked the Police Department for volunteering to work the first three weekends at the Holiday Light Park. He also thanked April White for creating the flyer for the event. Mr. Vandervoort reported he met with representatives of School of the Osage about a possible connection between the Osage Beach City Park and Peanick Park. Matt announced that his wife is having a baby boy in a few months.

Executive Session.

Alderman Marose moved to close the meeting pursuant to RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys; and RSMo. Section 610.021(3), Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. Alderman Schmitt seconded the motion. The following roll call vote was taken to close the meeting: "Ayes": Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Rucker, Alderman Olivarri. "Nays": None. The meeting was therefore closed.

CLOSED SESSION

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

No announcements were made following closed session.

There being no further business to come before the Board, the meeting adjourned at 9:00 p.m.

Minutes
Board of Aldermen

12/03/15
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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 December 3, 2015.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
December 17, 2015**

Bills Paid Prior to Board Meeting	222,346.81
Payroll Paid Prior to Board Meeting	164,320.22
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prewitt's Pt	0.00
TIF Transfer Dierbergs	0.00
Bills Pending Board Approval	164,760.00
Total Expenses	<u>551,427.03</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	330.62
			ADJUST PR DEDUCTIONS	118.86-
			ADJUST PR DEDUCTIONS	18.85-
			Dental Insurance Premiums	544.81
			Dental Insurance Premiums	544.81
			Health Insurance Contribut	603.50
			Health Insurance Contribut	603.50
			Health Insurance Contribut	440.00
			Health Insurance Contribut	440.00
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	35.72
			Vision Insurance Contribut	35.72
			Vision Insurance Contribut	60.32
			Vision Insurance Contribut	60.32
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,616.00
			State Withholding	1,749.00
		INTERNAL REVENUE SERVICE	Fed WH	11,393.73
			Fed WH	5,709.68
			FICA	6,512.51
			FICA	2,967.44
			Medicare	1,525.50
			Medicare	693.97
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	186.42
			Retirement 457 &	243.52
			Retirement 457	815.00
			Loan Repayments	875.71
			Loan Repayments	733.64
			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	326.32
			Retirement Roth IRA %	66.82
			Retirement Roth IRA	340.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AFLAC	Aflac Insurance Premiums	45.21
			Aflac Insurance Premiums	45.21
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,225.33
			American Fidelity	1,225.33
			American Fidelity	843.18
			American Fidelity	843.18
			ADJUST PAYROLL DEDUCTIONS	28.67
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	333.66
			ADJUST PAYROLL DEDUCTIONS	44.88-
			Group Life Ins and Buy Up	108.68
			Group Life Ins and Buy Up	108.68
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	20.05-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dependent Care	416.66
			Dependent Care	416.66
			Flexible Spending Accts -	10.00
			Flexible Spending Accts -	218.33
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	68.67
			Texas Life After Tax	187.61
			Texas Life After Tax	187.61
		CIRCUIT CLERK OF DALLAS COUNTY	Case No. 12DA-CC00055	128.31
		ONE TIME VENDOR	Bond Refund:150650274-01	9.50
			Bond Refund:150650323-01	230.50
			Bond Refund:131877498-01	124.50
			Bond Refund:130362288-01	325.50
			TOTAL:	50,689.87
Mayor & Board	General Fund	AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	20.84
			TOTAL:	20.84
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	1,038.22
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
		INTERNAL REVENUE SERVICE	FICA	447.42
			Medicare	104.64
		ICMA	Retirement 401	432.99
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	0.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	22.14
			Group Life Ins and Buy Up	22.14
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
			TOTAL:	3,300.49
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,343.40
			Health Insurance Contribut	1,343.40
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	334.73
			Medicare	78.28
		ICMA	Retirement 401	323.94
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	16.08
			Group Life Ins and Buy Up	16.08
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		HUDSON-WOODSON, LISA	MILEAGE & MEAL REIMB 12/7-	189.70
			TOTAL:	3,900.91
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	519.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	519.11
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
		SCHRANZ, PATRICIA	TRAVEL MILEAGE	92.93
		INTERNAL REVENUE SERVICE	FICA	456.74
			Medicare	106.82
		ICMA	Retirement 401	442.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	32.18
			Group Life Ins and Buy Up	32.18
			Short Term Disability Ins	36.08
			Short Term Disability Ins	36.08
			TOTAL:	3,747.29
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		TAYLOR, MICHELLE	MEAL & PARK REIMB 12/9-12/	161.00
		INTERNAL REVENUE SERVICE	FICA	77.58
			Medicare	18.14
		ICMA	Retirement 401	75.07
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
			TOTAL:	1,470.91
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		THOMSON REUTERS - WEST	INFORMATION CHARGES	267.15
		INTERNAL REVENUE SERVICE	FICA	300.74
			Medicare	72.74
		ICMA	Retirement 401	300.98
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	14.97
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
			TOTAL:	2,098.11
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,557.33
			Health Insurance Contribut	1,557.33
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	16.17
		INTERNAL REVENUE SERVICE	FICA	300.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	70.38
		ICMA	Retirement 401	291.23
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	42.27
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
			TOTAL:	4,126.80
Building Maintenance	General Fund	REPUBLIC SERVICES INC	NOVEMBER SERVICE	136.25
		SURECUT LAWN CARE LLC	SEPT SERVICE, 2015 GROUND	2,928.57
			TOTAL:	3,064.82
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		REPUBLIC SERVICES INC	NOVEMBER SERVICE	3.62
		INTERNAL REVENUE SERVICE	FICA	244.65
			Medicare	57.21
		ICMA	Retirement 401	173.77
		AT&T MOBILITY-CELLS	PARK CELL PHONE	0.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	12.40
			Group Life Ins and Buy Up	12.40
			Short Term Disability Ins	18.04
			Short Term Disability Ins	18.04
			TOTAL:	2,078.95
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	133.72
			Medicare	31.27
		ICMA	Retirement 401	129.41
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	7.49
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
			TOTAL:	1,290.08
Overhead	General Fund	PURCHASE POWER	CITY HALL POSTAGE	1,702.86
			TOTAL:	1,702.86
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	565.44
			Dental Insurance Premiums	565.44
			Dental Insurance Premium	153.72
			Dental Insurance Premium	153.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribu	295.48
			Health Insurance Contribu	295.48
			Health Insurance Contribut	1,410.99
			Health Insurance Contribut	1,410.99
			Health Insurance Contribut	3,633.77
			Health Insurance Contribut	3,633.77
			Health Insurance Contribut	4,925.80
			Health Insurance Contribut	4,925.80
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	17.01
			Vision Insurance Contribut	17.01
			Vision Insurance Contribut	30.16
			Vision Insurance Contribut	30.16
		INTERNAL REVENUE SERVICE	FICA	2,944.33
			FICA	2,407.55
			Medicare	688.62
			Medicare	563.03
		PURCHASE POWER	POLICE DEPT POSTAGE	342.37
		ICMA	Retirement 401	2,849.38
			Retirement 401	2,329.84
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	24.36
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	176.22
			Group Life Ins and Buy Up	176.22
			Short Term Disability Ins	243.54
			Short Term Disability Ins	243.54
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
		ONE TIME VENDOR MLEFI & AA	FIREARMS INSTRUCTORS TRAIN	40.00
			TOTAL:	35,254.00
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	238.08
			Dental Insurance Premiums	238.08
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	2,239.00
			Health Insurance Contribut	2,239.00
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		INTERNAL REVENUE SERVICE	FICA	760.08
			FICA	559.89
			Medicare	177.76
			Medicare	130.94
		ICMA	Retirement 401	735.58
			Retirement 401	541.82
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	60.10
			Group Life Ins and Buy Up	60.10
			Short Term Disability Ins	99.22
			Short Term Disability Ins	99.22
			TOTAL:	10,200.21
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
		INTERNAL REVENUE SERVICE	FICA	154.01
			Medicare	36.02
		PURCHASE POWER	PLANNING DEPT POSTAGE	64.83
		ICMA	Retirement 401	149.05
		AT&T MOBILITY-CELLS	PLANNER CELL PHONE	24.36
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	8.48
			Group Life Ins and Buy Up	8.48
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
			TOTAL:	1,418.39
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	357.57
			Medicare	83.62
		ICMA	Retirement 401	307.63
		AT & T /EMSGTWY_SBC	OCT SERV	141.07
		AT&T MOBILITY-CELLS	SERV 10/13-11/12/15	81.20
			IT DEPT CELL PHONE	109.13
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	15.63
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	18.04
			Short Term Disability Ins	18.04
			TOTAL:	2,055.08
Economic Development	General Fund	SURECUT LAWN CARE LLC	DECORATE PARK FOR FESTIVAL	700.00
		LEO L CASE JR DBA	HOLIDAY MUSIC/SETUP LIGHTS	1,000.00
			TOTAL:	1,700.00
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.87
			Dental Insurance Premiums	92.87
			Health Insurance Premium	56.41
			Health Insurance Premium	56.41
			Health Insurance Contribut	70.98
			Health Insurance Contribut	70.99
			Health Insurance Contribut	60.00
			Health Insurance Contribut	60.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Premiums	156.34
			Health Insurance Premiums	156.34
			Vision Insurance Contribut	10.74
			Vision Insurance Contribut	10.74
			Vision Insurance Contribut	3.14
			Vision Insurance Contribut	3.14
			Vision Insurance Contribut	20.14
			Vision Insurance Contribut	20.14
		MO DEPT OF REVENUE	State Withholding	406.11
		INTERNAL REVENUE SERVICE	Fed WH	1,137.05
			FICA	838.77
			Medicare	196.18
		ICMA	Retirement 457	151.41
			Retirement Roth IRA	50.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	66.99
			American Fidelity	66.99
			Amerian Fidelity	87.07
			Amerian Fidelity	87.07
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	14.79
			Texas Life After Tax	14.79
			TOTAL:	4,059.22
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.14
			Dental Insurance Premiums	218.14
			Dental Insurance Premium	28.53
			Dental Insurance Premium	28.53
			Health Insurance Premium	239.07
			Health Insurance Premium	239.07
			Health Insurance Contribut	336.62
			Health Insurance Contribut	336.62
			Health Insurance Contribut	1,038.23
			Health Insurance Contribut	1,038.23
			Health Insurance Contribut	1,343.40
			Health Insurance Contribut	1,343.40
			Health Insurance Premiums	522.80
			Health Insurance Premiums	522.80
			Vision Insurance Contribut	10.77
			Vision Insurance Contribut	10.77
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	20.14
			Vision Insurance Contribut	20.14
		INTERNAL REVENUE SERVICE	FICA	838.78
			Medicare	196.16
		LAKE CLEANERS	CLEANING JACKETS	22.34
		PURCHASE POWER	TRANS DEPT POSTAGE	33.71
		ICMA	Retirement 401	811.71
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	61.53
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	232.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.54
			American Fidelity	3.54
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	58.08
			Group Life Ins and Buy Up	58.08
			Short Term Disability Ins	81.20
			Short Term Disability Ins	81.20
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	24.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Flexible Spending Accts -	24.28
		AMEREN MISSOURI	PUBLIC WORKS CT MTR	214.79
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	81.55
			872 PASSOVER RD STREET LIG	92.55
			680 PASSOVER RD LIGHTING C	74.46
			TOTAL:	10,516.12
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	61.06
			Dental Insurance Premiums	86.40
			Health Insurance Contribut	70.66
			Health Insurance Contribut	70.65
			Health Insurance Contribut	50.00
			Health Insurance Contribut	90.00
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	3.12
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	10.66
			Vision Insurance Contribut	18.20
		MO DEPT OF REVENUE	State Withholding	289.34
		INTERNAL REVENUE SERVICE	Fed WH	808.63
			FICA	636.71
			Medicare	148.89
		ICMA	Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	42.21
			Loan Repayments	157.42
			Retirement Roth IRA	59.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	120.09
			American Fidelity	120.09
			Amerian Fidelity	57.25
			Amerian Fidelity	57.25
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	1.73
			Texas Life After Tax	1.73
			TOTAL:	3,134.28
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	143.44
			Dental Insurance Premiums	202.96
			Dental Insurance Premium	28.36
			Dental Insurance Premium	11.28
			Health Insurance Contribut	334.61
			Health Insurance Contribut	133.04
			Health Insurance Contribut	1,033.04
			Health Insurance Contribut	1,033.02
			Health Insurance Contribut	1,119.50
			Health Insurance Contribut	2,015.09
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	3.14
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	10.67
			Vision Insurance Contribut	18.21
		FLYNN DRILLING CO INC	100HP FRANKLIN MOTOR	19,462.00
		INTERNAL REVENUE SERVICE	FICA	636.71
			Medicare	148.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAKE CLEANERS	CLEANING JACKETS	22.33
		POSTMASTER	DEC 2015 UTILITY BILL MAIL	420.00
		PURCHASE POWER	WATER DEPT POSTAGE	230.42
		ICMA	Retirement 401	611.38
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	149.60
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	WATER JANITORIAL SERV	232.62
		RUBLE, JUSTIN	MILEAGE REIMB 11/11-12/01	257.60
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	38.04
			Group Life Ins and Buy Up	38.04
			Short Term Disability Ins	49.44
			Short Term Disability Ins	49.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		AMEREN MISSOURI	PUBLIC WORKS CT MTR	214.79
		AMEREN MISSOURI	PARKVIEW WELL	474.70
			WELL #2 LK RD 54-59	869.06
			WELL ON SWISS VILLAGE	1,587.24
			COLUMBIA COLLEGE WELL	106.54
			COLUMBIA COLLEGE TOWER	61.77
		MANKEY, KYLE	MILEAGE REIMB 11/18-11/24	57.50
			TOTAL:	31,840.91
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	86.80
			Dental Insurance Premiums	86.80
			Health Insurance Contribut	106.86
			Health Insurance Contribut	106.86
			Health Insurance Contribut	50.00
			Health Insurance Contribut	50.00
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	6.90
			Vision Insurance Contribut	6.90
		MO DEPT OF REVENUE	State Withholding	450.55
		INTERNAL REVENUE SERVICE	Fed WH	1,446.10
			FICA	871.73
			Medicare	203.87
		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
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	150.50
			American Fidelity	150.50
			Amerian Fidelity	72.93
			Amerian Fidelity	72.93
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	6.86
			Texas Life After Tax	6.86
		NC Child Support Centralized Collectio	Case Identifier 0005861652	139.38
			TOTAL:	4,404.54
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	203.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	203.86
			Dental Insurance Premium	28.51
			Dental Insurance Premium	28.51
			Health Insurance Contribut	336.62
			Health Insurance Contribut	336.62
			Health Insurance Contribut	1,562.50
			Health Insurance Contribut	1,562.52
			Health Insurance Contribut	1,119.50
			Health Insurance Contribut	1,119.51
			Vision Insurance Contribut	16.24
			Vision Insurance Contribut	16.24
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	6.89
			Vision Insurance Contribut	6.89
		INTERNAL REVENUE SERVICE	FICA	871.72
			Medicare	203.90
		LAKE CLEANERS	CLEANING JACKETS	22.33
		POSTMASTER	DEC 2015 UTILITY BILL MAIL	420.00
		PURCHASE POWER	SEWER DEPT POSTAGE	189.47
		ICMA	Retirement 401	843.60
		CARD SERVICES 0248	TOPWIND KNOB	4.19
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	173.75
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	232.62
		EARP, NATHAN	MILEAGE REIMB 11/18-11/25/	23.00
		STARK, CHAD	MILEAGE REIMB 11/25-12/02	39.10
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.86
			American Fidelity	13.86
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	54.10
			Group Life Ins and Buy Up	54.10
			Short Term Disability Ins	76.82
			Short Term Disability Ins	76.82
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,433.76
			4631 WINDSOR DR OTHER	10.74
			5757 CHAPEL DR LS	12.53
			PUBLIC WORKS CT MTR	214.79
			1089 OSAGE BEACH RD LS	11.17
			1075 RUNABOUT RD, SEWER LI	12.35
			5707 OSAGE BEACH PKWY	11.81
			GRINDER PUMPS & LIFT STATI	2,670.79
			GRINDER PUMPS & LIFT STATI	6,436.62
		CARSON, RICHARD W	MILEAGE REIMB 11/18-11/25/	17.48
			MILEAGE REIMB 11/25-12/01	17.48
			TOTAL:	21,728.19
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	50.68
			Dental Insurance Premiums	50.68
			Health Insurance Contribut	71.00
			Health Insurance Contribut	71.00
			Health Insurance Contribut	20.00
			Health Insurance Contribut	20.00
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	11.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	324.00
			State Withholding	159.00
		INTERNAL REVENUE SERVICE	Fed WH	965.73
			Fed WH	484.91
			FICA	663.91
			FICA	379.10
			Medicare	155.27
			Medicare	88.66
		ICMA	Loan Repayments	39.97
		ALL-CAL COLLECTIONS SERVICES INC	AMBULANCE COLLECTION FEE	233.79
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	41.11
			American Fidelity	41.11
			Amerian Fidelity	100.13
			Amerian Fidelity	100.13
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #111A-AC00632	99.43
			TOTAL:	4,192.99
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.04
			Dental Insurance Premiums	119.04
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	1,038.22
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	663.91
			FICA	379.10
			Medicare	155.27
			Medicare	88.66
		PURCHASE POWER	AMBULANCE DEPT POSTAGE	33.01
		ICMA	Retirement 401	434.56
			Retirement 401	340.03
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.20
		AMBULANCE REIMBURSEMENT SYSTEMS INC	NOV AMBULANCE BILLING FEES	1,111.56
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	33.50
			Group Life Ins and Buy Up	33.50
			Short Term Disability Ins	36.08
			Short Term Disability Ins	36.08
			TOTAL:	7,128.12
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	20.31
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50
			Health Insurance Contribut	12.00
			Health Insurance Contribut	12.06
			Vision Insurance Contribut	13.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	14.00
		MO DEPT OF REVENUE	State Withholding	61.80
			State Withholding	9.00
		INTERNAL REVENUE SERVICE	Fed WH	171.66
			Fed WH	20.96
			FICA	193.69
			FICA	101.32
			Medicare	45.30
			Medicare	23.70
		ICMA	Retirement 457	74.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	11.58
			American Fidelity	11.58
			Amerian Fidelity	14.94
			Amerian Fidelity	15.02
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	933.94
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.62
			Dental Insurance Premiums	47.71
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	268.68
			Health Insurance Contribut	270.06
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.03
		REPUBLIC SERVICES INC	NOVEMBER SERVICE	59.51
		INTERNAL REVENUE SERVICE	FICA	193.69
			FICA	101.32
			Medicare	45.30
			Medicare	23.70
		PURCHASE POWER	LCF AIRPORT POSTAGE	48.94
		ICMA	Retirement 401	187.45
			Retirement 401	98.05
		DISH NETWORK	DEC SERVICE	69.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.50
			Group Life Ins and Buy Up	6.50
			Short Term Disability Ins	14.43
			Short Term Disability Ins	14.46
			TOTAL:	2,590.02
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.74
			Dental Insurance Premiums	17.70
			Health Insurance Contribut	28.00
			Health Insurance Contribut	27.94
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.14
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	73.20
			State Withholding	53.00
		INTERNAL REVENUE SERVICE	Fed WH	238.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Fed WH	173.76
			FICA	180.75
			FICA	138.88
			Medicare	42.27
			Medicare	32.48
		ICMA	Retirement 457	20.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.30
			American Fidelity	10.30
			Amerian Fidelity	9.96
			Amerian Fidelity	9.88
			TOTAL:	1,100.20
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	5960 MAYER CT	18.57
			957 AIRPORT RD	36.59
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	41.66
			Dental Insurance Premiums	41.57
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	626.92
			Health Insurance Contribut	625.54
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.14
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	180.75
			FICA	138.88
			Medicare	42.27
			Medicare	32.48
		PURCHASE POWER	GG AIRPORT POSTAGE	13.39
		ICMA	Retirement 401	174.93
			Retirement 401	134.41
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	12.63
			Short Term Disability Ins	12.60
			TOTAL:	2,598.67

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

----- FUND TOTALS -----

10	General Fund	128,119.61
20	Transportation	14,575.34
30	Water Fund	34,975.19
35	Sewer Fund	26,132.73
40	Ambulance Fund	11,321.11
45	Lee C. Fine Airport Fund	3,523.96
47	Grand Glaize Airport Fund	3,698.87

	GRAND TOTAL:	222,346.81

TOTAL PAGES: 14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	ELDON ADVERTISER LAKE SUN LEADER 81525 & 1586450 MO DEPT OF REVENUE	PUBLIC NOTICE CANDIDATE FI	38.80
			NOTICE OF ELECTION	65.25
			NOV SALES TAX REPORT	35.00
		TOTAL:	139.05	
City Attorney	General Fund	THOMSON REUTERS - WEST	INFORMATION CHARGES	56.43
			TOTAL:	56.43
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS BESAW ENTERPRISES INC STRAIT-LINE CONSTRUCTION USA INC MSHP-CRIMINAL RECORDS FUND	COFFEE	261.40
			COFFEE, HOT COCO, SWEETNER	150.30
			WATER COOLER RENTAL	38.51
			HANG LIGHTS, REPAIRS	550.00
			CH LOWER PARKING LOT REPAI	67,223.00
			BACKGROUND CHECK	34.75
			TOTAL:	68,257.96
Parks	General Fund	MO VOCATIONAL ENTERPRISES SPORTS NATION MVP APPAREL LLC	FLAT PLATES, CITY/COUNTY	35.74
			SHIRTS	145.00
			TOTAL:	180.74
Human Resources	General Fund	MO POLICE CHIEFS ASSC LAKE REGIONAL OCCUPATIONAL MEDICINE LAKE REGIONAL HEALTH SYSTEM 1138 INC DBA VALIDITY SCREENING SOLUTI STAPLES ADVANTAGE	ENTRY LEVEL-SELF TEST	262.88
			FLU VACS	90.00
			POST ACCIDENT CHEMISTRY	93.00
			POST ACCIDENT CHEMISTRY	93.00
			PRE-EMPLOYMENT SCREENING	112.00
			EPSON INK	185.10
			TOTAL:	835.98
Overhead	General Fund	XEROX CORPORATION FEDERAL EXPRESS CORP CONCEPTS FOR BUSINESS LLC MIDWEST PUBLIC RISK	SERVICE 10/21/11/21/15	353.12
			OVERNIGHT MAIL	58.61
			81716 YEAR CODE LABELS 201	24.53
			LAW ENFORCEMENT CLAIM	1,000.00
			TOTAL:	1,436.26
Police	General Fund	FINISHING TOUCH PSE INSTALLATION HEDRICK MOTIV WERKS LLC KIRKPATRICK ENTERPRISES INC DBA STAPLES ADVANTAGE CRUSE UNIFORMS & EQUIPMENT INC	CUSTOM LETTERING #20 & 15	235.00
			CHECK CAMERA PD20	25.00
			SIREN SPEAKER PD32	135.00
			OIL CHG PD17	65.00
			OIL CHG PD22	65.00
			FRONT BRAKE PADS PD19	167.61
			REPAIR INT DOOR HANDLE PD1	155.00
			KENNEL PACK	321.39
			CPY PPR, INK, TONR, DSK PD	294.49
			QUICK=STOR-LETTER/LEGAL	69.02
			STAPLES DESKPADS, QUICKNOT	52.38
			2 SHOTGUNS	1,750.00
			TOTAL:	3,334.89
			911 Center	General Fund
REPAIR PORTABLE SN 407CG90	347.00			
2 - 25' USB EXTENSION CABL	143.88			
STAPLES DESKPADS, QUICKNOT	2.91			
TOTAL:	718.79			
Information Technology	General Fund	DELL MARKETING LP	4 DELL LATITUDES E5550/555	3,952.00
			TOTAL:	3,952.00

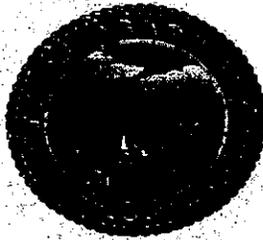
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Economic Development	General Fund	FASTENAL CO	RUSTO FLTS WHT, CABLE TIES	71.55		
		LAKE SUN LEADER 645	ADVERTISING	60.00		
		BESAW ENTERPRISES INC	HANG LIGHTS, REPAIRS	875.00		
		LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00		
		EZARD'S	5 - ADAPTR GRNDED TRIPLE	22.45		
			EXTN CORDS	25.98		
		MULTIMEDIA SALES & MARKETING	MILITARY TRIBUTE	199.50		
		EDWARD A BARCHENSKI JR DBA CJ ELEC	CITY PARK POWER FEED EXTEN	385.00		
			TOTAL:	4,639.48		
		Transportation	Transportation	PURCELL TIRE & RUBBER CO	TIRES 2015 FORD F550 #57	1,586.49
				ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	38.06
					TRANS DEPT FLOOR MATS	3.78
				AIRGAS, INC	ACETYLENE, OUTFIT PERFORME	130.99
ECONO SIGNS & BARRICADE LLC	STREET SIGNS			328.76		
KNAPHEIDE TRUCK INC	COUPLERS			66.81		
	SPREADER BEARING KIT, HOSE			436.14		
	'07 HOSE, HYDRO FTNG			129.97		
O'REILLY AUTOMOTIVE STORES INC	STRTFD, PRIMER BULB			38.75		
	MOTOR OIL			53.97		
LAKE CLEANERS	UNIFORM CLEANING			30.00		
CONSOLIDATED ELECTRICAL DISTR, INC	HPS FXTURE W/LAMP, TBASE			1,351.00		
PRAIRIEFIRE COFFEE & ROASTERS	HOT COCO, SUGAR			26.90		
BARNES MARINE INC	OIL CAP, CARB, TUNE UP KIT			119.13		
PRECISION AUTO & TIRE SERVICE LLC	GAS TANK STRAPS #55			192.58		
TRAVIS HODGE HAULING LLC	STORMWATER IMPROVEMENTS			9,731.00		
EZARD'S	4 TINE FORK			33.99		
	HARDWARE			5.34		
SC ENGINEERING LLC, dba COCHRAN	SIDEWALK IMPROVEMENTS			4,552.29		
	TOTAL:			18,855.95		
Water	Water Fund			MEEKS BUILDING CENTER	MASNRY BIT, NUTS, BOLTS, W	12.53
				EZARD'S	SCH40 COUPLES, ELBOW, PIPE	3.07
					SCH40 PIPE, COUPLE, ELBOW	3.48
				ARAMARK UNIFORM & CAREER APPAREL GROUP	JACKETS	75.24
					WATER DEPT UNIFORMS	26.23
					WATER DEPT FLOOR MATS	3.79
				AIRGAS, INC	ACETYLENE, OUTFIT PERFORME	130.99
				MO ONE CALL SYSTEM INC	LOCATES	64.35
		SCHULTE SUPPLY INC	NEPTUNE TRAINING	1,500.00		
		O'REILLY AUTOMOTIVE STORES INC	LENS	4.79		
			MINI BULB	5.40		
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	35.00		
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	3.00		
		HD SUPPLY WATERWORKS LTD	MARKING PAINT	48.96		
		LO ENVIRONMENTAL LLC	WATER ANALYSIS & TESTING	25.00		
			TOTAL:	1,941.83		
		Sewer	Sewer Fund	EZARD'S	LUG XTREME 2AWG 5/16" STD	6.99
					WOOD BORING BIT	3.49
				FASTENAL CO	FPH SLEEVES, JOBBER, DRLL	33.03
	5/8"X10" WDG EXPN ANCHRS			88.55		
	S/S FW, TRUBOLTS			19.40		
	NYLOCKS, S/S HCS			1.44		
ARAMARK UNIFORM & CAREER APPAREL GROUP	JACKETS			150.48		
	SEWER DEPT UNIFORMS			46.48		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEWER DEPT FLOOR MATS	3.78
		HDR INC	ROCKWAY PUMP STATION IMPRO	8,552.66
		AIRGAS, INC	ACETYLENE, OUTFIT PERFORME	130.99
		MO ONE CALL SYSTEM INC	LOCATES	64.35
		EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	7,189.10
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	32.28
			MINI SPIRITS	81.84
		CONSOLIDATED ELECTRICAL DISTR, INC	START CAPS	390.00
			TAPE, GALV STEEL, COND CON	130.33
		HD SUPPLY WATERWORKS LTD	PIPE	309.18
			MARKING PAINT	48.96
			5 GAL PAIL, PRECO PLUG 50#	40.00
		SYSTEMS MANUFACTURING INC	LIFT STATION & CONVERSIONS	40,658.00
		MO DEPT OF NATURAL RESOURCES	WW-C CERTIFICATE D L DUNHA	45.00
		FINLAY CRANE SERVICE LLC	CRANE TO HOIST PUMP	250.00
		LO ENVIRONMENTAL LLC	WATER ANALYSIS & TESTING	25.00
			TOTAL:	58,301.33
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	PANTS	351.53
		STAPLES ADVANTAGE	STAPLES DESKPADS, QUICKNOT	5.82
			TOTAL:	357.35
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	DYED DIESEL	355.82
			UNLEADED GASOLINE	474.94
		NAEGLER OIL CO	HEARTLAND & SATELLITE EQUI	46.00
		S & W PROPANE INC	PROPANE	713.00
			TOTAL:	1,589.76
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	HEARTLAND & SATELLITE EQUI	46.00
		SIGNATURE SIGNS LLC	SIGNS	97.24
		EZARD'S	BREAK FLD, BIT, CAULK, BLE	18.96
			TOTAL:	162.20

===== FUND TOTALS =====		
10	General Fund	83,551.58
20	Transportation	18,855.95
30	Water Fund	1,941.83
35	Sewer Fund	58,301.33
40	Ambulance Fund	357.35
45	Lee C. Fine Airport Fund	1,589.76
47	Grand Glaize Airport Fund	162.20
GRAND TOTAL:		164,760.00

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

Planning Dept: _____ 43
 Sewer Dept: _____
 License #: _____



LIQUOR LICENSE APPLICATION

Date of Application: _____ Date Application Received: 12/10/15

Name of Establishment: La Roca Club, LLC

Mailing Address: 5848 Lions Road, Osage Beach, MO 65065

Applicant Name: La Roca Club, LLC - Amy Hernandez
 (As it is to appear on license. If corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- Renewal Applications: Submit completed application only. (Background check and voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

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

* If applying for a Caterer or a Picnic license, describe the event in detail and provide the name, location, time and date of the event.

BILL NO. 15-93

ORDINANCE NO. 15.93

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI.

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

Section 1. That the real estate described as Arrowhead Centre Redevelopment District, zoned PUD-1 (Commercial) is hereby rezoned to PUD with mixed use development.

Section 2. That the following uses shall be permitted in those areas illustrated on the PUD site plan for Case No. 385:

Permitted Uses:

The uses must comply with those specified within the Final PUD Document, those specifically illustrated on the PUD Land Use Plan, permitted uses within the C-1 (General Commercial) zone for those properties designated for commercial and/or mixed uses, the permitted uses within the R-3 (Multi Family Residential) zone for parcels designated exclusively as residential, and the specific regulations listed in Exhibit 1 of the TIF Contract.

Any specific proposed uses, other than those specifically listed in the PUD document, for the parcels designated for commercial use that would require an E-3 (Entertainment) Overlay under normal zoning and use procedures, will require an amendment to the approved PUD. These uses are customarily of a highly intense nature and a specific public hearing process and development plan will be necessary to assure positive community impact and assimilation.

Any other proposed use that deviates from the uses permitted in the above listed regulatory documents requires an amendment to the approved PUD.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of building permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Bulk, area and height restrictions shall be in conformance with the Building Codes, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the preliminary plat. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the Public Works Director is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.
3. Any existing public rights of way to be vacated as part of this development must also go

through the proper procedure as required by the City Code of Ordinances for the vacation of roads.

Access:

Access shall be derived from Highway 54, Highway KK, and the approved street and roadway plan for the development. All street construction or improvements to the existing roads must conform to the City's design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements at the time that it is constructed.

Buffering and Screening:

Buffering and screening shall be required as defined in the PUD Document.

Exterior Lighting:

1. All street lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing or proposed residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local, etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the City sign code and a permit must be acquired from the City prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject for review during the platting process.

Final Development Plan:

- 1. A final PUD development plan for the entire 226.31 acres has been submitted to the Planning Department. The submitted document is in line with the recommendations within this report.
- 2. The preliminary plat and final plats will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

Section 3. Severability.

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

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

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into

effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

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

READ FIRST TIME: December 3, 2015 READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.93 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

Bill No. 15-93
Page 4

Ordinance No. 15.93

I hereby approve Ordinance No. 15.93.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 705.300 RELATING TO WATER OF THE OSAGE BEACH CODE OF ORDINANCES.

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

Section 1. That Section 705.300 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 705.300: Rates and Charges

It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use and/or are connected to the public water system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements and extensions for such water system. The water user charge shall be the monthly minimum rate defined in Subsection (1) below plus the volumetric rate defined in Subsection (2) below.

1. *Monthly minimum rate.* The monthly minimum rate includes 0 – 1,000 gallons of water consumption and is applicable to all residential, commercial or industrial users of the City's water system. The monthly minimum rates are scheduled as follows:

Meter Size	Effective July 1, 2010		Effective January 1, 2012		Effective January 1, 2014	
	In-City	Out-Of-City	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$16.11	\$69.48	\$16.56	\$71.26	\$17.05	\$73.12
1 inch	\$22.22	\$96.94	\$22.82	\$99.41	\$23.47	\$101.97
1½ inch	\$28.33	\$124.39	\$29.08	\$127.55	\$29.88	\$130.82
2 inch	\$45.13	\$199.91	\$46.30	\$204.95	\$47.53	\$210.15
3 inch	\$168.86	\$755.95	\$173.13	\$774.89	\$177.53	\$794.34
4 inch	\$214.69	\$961.89	\$220.10	\$985.98	\$225.68	\$1,010.71
6 inch	\$260.52	\$1,167.83	\$267.08	\$1,197.07	\$273.83	\$1,227.07

All monthly minimum rates include 0 — 1,000 gallons of water consumption.

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$19.61	\$84.09	\$20.48	\$88.29
1 inch	\$26.99	\$117.27	\$28.24	\$123.13
1½ inch	\$34.36	\$150.44	\$35.98	\$157.97
2 inch	\$54.67	\$241.67	\$57.30	\$253.76
3 inch	\$204.17	\$913.49	\$959.17	\$774.89
4 inch	\$259.53	\$1,162.32	\$272.40	\$1,220.43
6 inch	\$314.90	\$1,411.13	\$330.54	\$1,481.69

2. *Volumetric rate.* The volumetric rate is charged per one thousand (1,000) gallons of water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective July 1, 2010	Effective January 1, 2012	Effective January 1, 2014
Per 1,000 gallons	\$ 0.83	\$ 0.90	\$ 1.00
	Effective January 1, 2016	Effective January 1, 2018	
Per 1,000 gallons	\$ 1.15	\$ 1.21	

3. Multi-commercial (office/retail complexes, etc.) and multi-residential (apartment complexes, condominium buildings, etc.) properties not individually metered by unit shall be billed the monthly minimum rate per month per unit equal to the equivalent meter size based on each unit's use as determined by the City Administrator or his/her designee plus the volumetric rate at the per one thousand (1,000) gallon rate based on water consumption in excess of the first one thousand (1,000) gallons per unit.

4. *Non-metered water.*

a. Customers who have an inactive or unmetered water service connection shall be billed the monthly minimum rate per month based on the meter size selected at sign up.

b. Multi-commercial (office/retail complexes, etc.) and multi-residential (apartment complexes, condominium buildings, etc.) customers who have an inactive or unmetered water service connection shall be billed the monthly minimum rate per month per unit equal to the equivalent meter size based on the defined class of each unit to be determined by the City Administrator or his/her designee.

c. Bulk water. Water service requests for bulk water shall be billed a minimum rate equal to the five-eighths (5/8) inch meter rate, plus the volumetric rate based on consumption at the per one thousand (1,000) gallon rate, plus the actual labor, materials and equipment cost for the delivery and dispensing of the water.

d. Temporary metered water. Service requests for temporary metered water service shall be billed the monthly minimum rate based on the temporary meter installed, the monthly volumetric rate based on consumption plus the actual labor, materials and equipment cost for setting the meter.

e. Upon water activation, charges shall be assessed pursuant to Chapter 705 as then enforced at the time of activation.

Section 2. That this Ordinance shall be in full force and effect on January 1, 2016.

READ FIRST TIME: December 3, 2015 READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.94 was duly passed on _____, 2015 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. 15.94.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Bill No. 15-95

Ordinance No. 15.95

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 710.470 RELATING TO RATES AND CHARGES FOR USE OF THE SEWER SYSTEM

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

Section 1. That Section 710.470 of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

SECTION 710.470: Rate Schedule

A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use the public sewer system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements and extensions for such public sewer system.

For metered customers, the sewer user charge shall be the monthly minimum sewer rate defined in Subsection (1) below plus the volumetric sewer rate defined in Subsection (2) below.

For non-metered customers, the monthly sewer user charge shall be the flat rate charge defined in Subsection (3) below.

1. *Monthly minimum rate.* The sewer monthly minimum rates for both in-City and out-of-City customers are scheduled as follows:

Meter Size	Effective July 1, 2010		Effective January 1, 2012		Effective January 1, 2014	
	In-City	Out-Of-City	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$13.98	\$30.39	\$14.62	\$31.77	\$15.04	\$32.70
1 inch	\$18.78	\$41.77	\$19.63	\$43.66	\$20.20	\$44.95
1½ inch	\$23.60	\$53.16	\$24.67	\$55.56	\$25.39	\$57.21
2 inch	\$36.84	\$84.45	\$38.51	\$88.26	\$39.64	\$90.89
3 inch	\$134.32	\$314.92	\$140.37	\$329.10	\$144.56	\$338.95
4 inch	\$170.42	\$400.27	\$178.10	\$418.29	\$183.42	\$430.82
6 inch	\$206.53	\$485.64	\$215.83	\$507.50	\$222.28	\$522.70

All monthly minimum rates includes 0 — 1,000 gallons of water consumption.

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
5/8 inch	\$15.64	\$34.01	\$16.11	\$35.03
1 inch	\$21.01	\$46.75	\$21.64	\$48.15
1½ inch	\$26.41	\$59.50	\$27.20	\$61.28
2 inch	\$41.23	\$94.53	\$42.46	\$97.36

Meter Size	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
3 inch	\$150.34	\$352.51	\$154.85	\$363.08
4 inch	\$190.76	\$448.05	\$196.48	\$461.49
6 inch	\$231.17	\$543.61	\$238.11	\$559.92

2. *Volumetric rate.* For sewer customers on metered water service, the sewer volumetric rate is charged per one thousand (1,000) gallons of metered water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

	Effective July 1, 2010	Effective January 1, 2012	Effective January 1, 2014
Per 1,000 gallons	\$1.94	\$2.04	\$2.08

	Effective January 1, 2016	Effective January 1, 2018
Per 1,000 gallons	\$ 2.16	\$ 2.23

3. *Flat rate.* For sewer customers without metered City water service, the monthly sewer charge shall be a flat rate charge based on the user's defined class(es).

a. The defined classes are as follows:

Class	Name	Description
A	Residential light commercial	Single-family residences with < 2.5 baths, Small commercial offices/retail, Multi-residential and multi-residential structures, per unit charge (MF/MU) No laundries or laundromats, no restaurants, Maximum continuous demand < 10 gpm.
B	Small-medium commercial	Large residences, swimming pools, lawn irrigation for lawns < 6,000 sq. ft., Hotel/motel with < 15 units, small restaurants - < 75 seats, FF w/drive thru, Other small-medium commercial, Maximum continuous demand < 25 gpm.
C	Medium commercial	Hotel/motel with < 35 units, Medium restaurants - > 75 seats, no outdoor seating, Other medium commercial, Maximum continuous demand < 50 gpm.
D	Medium-large commercial	Hotel/motel with < 70 units, Large restaurants - > 175 seats, outdoor seating, Other medium-large commercial, Maximum continuous demand < 80 gpm.
E	Large commercial 1	Hotel/motel with < 150 units, Other large commercial,

Class	Name	Description
		Maximum continuous demand < 160 gpm.
F	Large commercial 2	Hotel/motel with < 300 units, Maximum continuous demand < 250 gpm.
G	Maximum demand commercial	Hotel/motel with > 301 units, Maximum continuous demand > 1,000 gpm.

b. *Flat rate charges.* The monthly flat rate charges for both in-City and out-of-City customers are scheduled as follows:

Class	Effective July 1, 2010		Effective January 1, 2012		Effective January 1, 2014	
	In-City	Out-Of-City	In-City	Out-Of-City	In-City	Out-Of-City
A	\$25.59	\$40.35	\$26.74	\$42.17	\$27.54	\$43.44
B	\$161.99	\$255.47	\$169.28	\$266.97	\$174.36	\$274.98
C	\$263.57	\$415.65	\$275.43	\$434.35	\$283.69	\$447.38
D	\$567.08	\$894.29	\$592.60	\$934.53	\$610.38	\$962.57
E	\$1,099.99	\$1,734.70	\$1,149.49	\$1,812.76	\$1,183.97	\$1,867.14
F	\$3,071.29	\$4,843.50	\$3,209.50	\$5,061.46	\$3,305.79	\$5,213.30
G	\$4,558.80	\$7,189.31	\$4,763.95	\$7,512.83	\$4,906.87	\$7,738.21

Class	Effective January 1, 2016		Effective January 1, 2018	
	In-City	Out-Of-City	In-City	Out-Of-City
A	\$28.64	\$45.18	\$29.50	\$46.53
B	\$181.33	\$285.98	\$186.77	\$294.56
C	\$295.04	\$465.28	\$303.89	\$479.23
D	\$634.80	\$1,001.07	\$653.84	\$1,031.10
E	\$1,231.33	\$1,941.83	\$1,268.27	\$2,000.08
F	\$3,438.02	\$5,421.83	\$3,541.16	\$5,584.49
G	\$5,103.14	\$8,047.74	\$5,256.24	\$8,289.17

4. *Multi-commercial and multi-residential.*

a. For multi-commercial (office/retail complexes, etc.) and multi-residential (apartment complexes, condominium buildings, etc.) sewer customers on metered water service but not individually metered by unit, the monthly minimum rate per month per unit is equal to the equivalent meter size based on the defined class of each unit's use as determined by the City Administrator or his/her designee plus the volumetric rate at the per one thousand (1,000) gallon rate based on water consumption in excess of the first one thousand (1,000) gallons per unit.

b. For multi-commercial and multi-residential sewer customers without metered City water service, the monthly minimum rate per month per unit shall be the flat rate defined by unit in Subsection (3) above as determined by the City Administrator or his/her designee.

Section 2. That this Ordinance shall be in full force and effect on January 1, 2016.

READ FIRST TIME: December 3, 2015 READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.95 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. 15.95.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

BILL NO. 15-97

ORDINANCE NO. 15.97

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2016 and ending December 31, 2016, a copy of which is attached hereto as Exhibit A, is made a part hereof as if fully set forth herein is hereby adopted.

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

General Fund	\$ 7,301,126
CIT Fund	\$ 2,321,750
Transportation Fund	\$ 5,667,010
Combined Water & Sewer Fund	\$ 8,861,829
Ambulance Fund	\$ 624,060
Lee C Fine Airport Fund	\$ 995,391
Grand Glaize Airport Fund	\$ 385,896
Prewitt's Point TIF	\$ 2,318,250
Dierbergs TIF	\$ 521,000
TOTAL EXPENDITURES	\$28,996,312

Section 3. This Ordinance shall be in full force and effect January 1, 2016.

READ FIRST TIME: December 3, 2015 READ SECOND TIME: _____

I hereby certify that Ordinance No. 15.97 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

Bill No. 15-97
Page 2

Ordinance No. 15.97

I hereby APPROVE Ordinance No. 15.97.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

BILL NO. 15-99

ORDINANCE NO. 15.99

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 120.020, CONFLICTS OF INTEREST, ADDING A SECTION TO BE NUMBERED 120.020 (C) ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. Conflicts of Interest.

- A. All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454, RSMo., on conflicts of interest as well as any other state law governing official conduct.
- B. Any member of the governing body of a political subdivision who has a conflict of interest as defined by section 120.020(C) and/or a substantial or private interest in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the City Clerk of such body, and such disclosure shall be recorded in the appropriate journal of the governing body. "Substantial or private interest" is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly, of:
 - 1. Ten percent (10%) or more of any business entity; or
 - 2. An interest having a value of ten thousand dollars (\$10,000.00) or more; or
 - 3. The receipt of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000.00) or more, per year from any individual, partnership, organization, or association within any calendar year.
- C. Conflict of interest is defined as follows:
 - 1. An elected official or employee or any member of the elected official's or employee's immediate family has a financial interest pertaining to the purchase or sale; or
 - 2. A business or organization in which the elected official or employee or any member of the elected official's or employee's immediate family has a financial interest pertaining to the purchase or sale; or
 - 3. Any other person, business, or organization with whom the elected official or employee or any member of the elected official's or employees immediate family is negotiating or has an arrangement concerning prospective employment is involved in the purchase or sale.

Section 2. Severability.

The chapter, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or decree of any Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases,

clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

READ FIRST TIME: December 3, 2015 READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.99 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 15.99.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: December 8, 2015
Submitted By: City Administrator
Board Meeting Date: December 17, 2015

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

Description of Item:

Bill 15-96 - Amend City code Chapter 135: Article I. Budget and Finance In General, Article II. Purchasing, Procurement, Transfers, and Sales, Article III. Agency and Trust Fund, and Article IV. Tax Increment Financing Commission

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

City of Osage Beach staff, vendors, and citizens

Why is Board Action Required?

Board of Aldermen approval required for ordinance amendments

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

Requesting first and second readings of Bill 15.96.

Are there any deadlines associated with this action?

No.

City Administrator Comments and Recommendation:

Bill 15.96 proposes comprehensive changes Chapter 135: Article I. Budget and Finance In General, Article II. Purchasing, Procurement, Transfers, and Sales, Article III. Agency and Trust Fund, and Article IV. Tax Increment Financing Commission. Changes have been made per the comments from the Board received at the December 3, 2016, meeting. Staff is requesting stated changes become effective January 1, 2016.

Chapter 135 comprehensive changes are summarized as follows:

Article I. Budget and Finance In General

- Expanded definitions

- Restates the City's Budget Officer, Fiscal Year, Required Financial Reporting (Budget and Financial Statements), and Audit requirement
- Restates Budget Preparation and Adoption details
- Expanded on Budget Transfers and Budget Amendments

Article II. Purchasing, Procurement, Transfers, and Sales

- Restates the City's Purchasing Agent, requisitions and estimate requirement
- Expands on preferences
- Expands on general procedures, payments, and ethics
- Expands on authority and responsibilities, informal and formal competitive bidding, and competitive proposals
- Expands on purchasing and procurement correction, withdrawal, and cancellation
- Expands on cooperative purchasing, sole source procurement, and emergency purchases
- Expands on disposal of city property and seized, unclaimed, or abandoned property

Article III. Agency and Trust Fund and Article IV. Tax Increment Financing Commission

- Only restructures section numbers to accommodate sequential flow due to Article I and II changes

BILL NO. 15-96

ORDINANCE NO. 15.96

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING CHAPTER 135, FINANCE AND PURCHASING, AND ENACTING IN LIEU THEREOF A NEW SECTION UNDER THE SAME NUMBER

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

Section 1. That Chapter 135 of the Code of Ordinances of the City of Osage Beach is hereby repealed in its entirety and a new Chapter 135 is hereby enacted in its place to read as follows:

ARTICLE I. BUDGET AND FINANCE IN GENERAL

SECTION 135.010: DEFINITIONS.

The following words, terms and phrases, when used in chapter 135, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bidders List: A list maintained by the Office of the City Clerk used to identify potential suppliers of materials and services. The bidders list contains business firms that have advised and supplied appropriate contact information to the Office of the City Clerk in order to be notified of City bidding opportunities on particular items, services, and/or projects.

City: The "City" shall mean the City of Osage Beach, Missouri.

Commodities: Supplies, materials, or other goods that have value to the City that are used or consumed by the City in its operations; for example, office supplies, repair parts, tools, chemicals, uniforms, etc.

Confidential Information: Information not available to the public. Information made available to an employee only due to the relative position or rank within employment at the City.

Contractual Services: Labor and/or services performed for the City by persons not employed by the City, and may include the use of equipment, furnishing of commodities, or other items under a formal or legally binding agreement.

Equipment: Personal property of durable nature; for example, office furniture, vehicles, etc.

Invitation for Bids (IFB): Includes documents with specifications utilized for soliciting competitive bids to be submitted in sealed envelopes to the Office of the City Clerk or other designated official for the purchase of commodities or other items that have value to the City for the City's use.

Procurement: The process and the function of purchasing, renting, or otherwise obtaining City commodities, services, equipment, or construction on behalf of the City.

Professional Services: Services within the scope of practice of architecture, engineering, or those performed by an architect, professional engineer, registered land surveyor, or other professional service allowed per State statute in connection with this professional practice.

Purchasing Agent or Agent: Shall be the City Administrator or his/her designee.

Request for Proposal (RFP): Includes documents utilized for obtaining proposals for professional and other contractual services which are evaluated against predetermined criteria and other competing proposals with the possibility of negotiation post bid opening.

Request for Qualifications (RFQ): Includes documents utilized for obtaining proposals for architectural, engineering, and land surveying services which are evaluated against predetermined criteria and other competing proposals with the possibility of negotiation post bid opening. Price shall not a predetermined criteria per RSMo Section 8.285 to 8.291.

Responsible Bidder: A person or entity who has the capability in all respects to fully perform the contract requirements, and possesses the experience, integrity, reliability, capacity, facilities, equipment, and credit necessary to assure good faith performance.

Responsive Bidder: A person or entity who has submitted a bid or offer which conforms in all material respects to the requirements set forth in the IFB (Invitation for Bid) or RFP (Request for Proposal).

Surplus Property: Tangible City property that has been deemed by the Board of Aldermen obsolete, scrap, or surplus as to the needs of said department, Board, or agency of the City.

User Department: Refers to the department assigned to or responsible for a commodity or service.

Vendor: A supplier of commodities, services and/or equipment.

SECTION 135.020. BUDGET AND FINANCIAL CONTROL.

A. Administration.

1. The City Administrator or his/her designee shall be the Budget Officer of the City.
2. Fiscal Year. The fiscal year of the City shall begin on January 1 and end on December 31.
3. Financial Reporting.
 - a. The City Administrator or his/her designee shall make monthly and annual reports to the Mayor and Board of Aldermen showing the financial condition of the City in relation to the budget.
 - b. Annually, the City Administrator or his/her designee shall prepare a financial report covering all funds and operations, published for the public, and presented to the Mayor and Board of Aldermen.
4. Audit. All funds, accounts, and financial transactions of the City shall be subject to an independent audit on an annual basis by a certified public accountant selected by the Mayor and Board of Aldermen. Audits shall comply with all applicable State law.

B. Budget.

1. Preparation and Proposed Budget.
 - a. An annual budget shall be prepared by the City Administrator or his/her designee for each fiscal year and shall represent a complete financial plan for the City.
 - b. A proposed budget shall be sent to the Mayor and Board of Aldermen for review before the required date of adoption and shall be made available for public inspection during regular office hours in the Office of the City Clerk.
 - c. All appropriations not expended at the fiscal year end shall become part of the beginning fund balances for the next fiscal year and may be appropriated for that fiscal year or future years.
 - d. All funds within the budget shall be balanced. Anticipated revenues, including unexpended balances from prior years, shall not be less than anticipated expenditures.
2. Adoption. The Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year. A public hearing shall precede the adoption of the budget.
3. Budget Modification. No expenditure within any fund shall be made unless appropriations have been made to meet that expenditure within the adopted budget.
 - a. Transfers. A department manager may request in writing to the City Administrator a transfer of use of an expenditure appropriation of an amount equal to or less than Four Thousand,

Nine Hundred and Ninety-Nine Dollars (\$4,999) from one line-item account for use in another within the same fund. Transfers may not increase total fund expenditure appropriations. Any transfer equal to or greater than greater than Five-Thousand Dollars (\$5,000) from one line-item account to another shall be considered a budget amendment.

b. Budget Amendments.

- i. Increases in expenditure appropriations within a budgeted fund that are equal to or greater than Five-Thousand Dollars (\$5,000) may be approved by the Board of Aldermen in the form of an amendment to the budget ordinance. Increases in expenditure appropriation within a budgeted fund that do not meet the above criteria may be approved by the City Administrator.
- ii. If total expenditures in any fund are over budget at year end, a budget amendment shall be brought before the Board of Aldermen for approval.

ARTICLE II. PURCHASING, PROCUREMENT, TRANSFERS, AND SALES

SECTION 135.030: GENERAL POWERS AND PROVISIONS

The City Administrator shall be the purchasing agent for the City. All purchases and the final authority on whether to use informal and/or formal sealed competitive bidding, or negotiated requests for proposals shall be the responsibility of the City Administrator and shall be made under his/her discretion and supervision. All such purchases, bidding, and negotiations shall be made in accordance with the purchasing rules and procedures approved by the Board of Aldermen and set forth in this code.

A. Requisitions and Estimates.

1. All departments shall provide detailed requisitions or estimates of their requirements for supplies, equipment, and contractual services during the annual budget preparation process or at such time requested by the City Administrator or his/her designee.
2. A City department shall not be prevented from revising any requisition or estimate due to unforeseen details emerging after the completion of the annual budget process.
3. The City Administrator or his/her designee shall have the authority to revise any estimate or requisition as to quantity, quality, or estimated cost.

B. Preferences.

The City accepts the responsibility to its residents of ensuring that the maximum value is obtained for each public dollar spent. For all purchases the City shall consider the following preferences:

1. Local Products. It is the goal of the City to give local or resident businesses preference to the extent that all other factors are equal with no sacrifice of loss in quality. Preference shall be given to purchases of items or contracts for service within the boundaries of the City when quality is equal to or better and delivered price is the same or less. Preference may also be given whenever entire competing bids are comparable.
2. State Products. Preference shall be given to purchases of items manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, and individuals doing business as a Missouri firm, corporation, or individuals when quality is equal to or better and delivered price is the same or less. When using contracts based on the performance or service, preference may be given to firms, corporations, or individuals doing business as a Missouri firm, corporation, or individual which maintains a Missouri office or place of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

Preference may also be given whenever entire competing bids are comparable. (RSMo, 34.070, 34.073, & 34.076)

3. United States Products. Preference shall be given to purchases of items or contracts for service within the boundaries of the United States of America when quality is equal to or better and delivered price is the same or less. Preference may also be given whenever entire competing bids are comparable. (RSMo 34.353)

C. Payment Procedures.

1. General Procedures.

- a. Requisition. The user Department Manager of the using department is responsible for all procurement and purchasing of commodities and/or contracting for services based on the approved annual budget of said department and in accordance with the City's Purchase and Procurement Code as stated in this chapter as well as any applicable federal or state laws and regulations.
- b. Receiving.
 - i. Upon receipt of commodities the using department shall inspect and/or test all commodities upon delivery or pickup and shall confirm said commodities with supplier's receiving report against the original order. User departments shall exercise reasonable care to ensure quantity and quality of delivered goods is as ordered.
 - ii. In the event non-conforming commodities are delivered due to non-conformance with the specifications ordered or for other reasons that are not acceptable to the using department the department shall notify the vendor immediately so appropriate corrective action may be taken. Documentation of action to remedy the situation shall be made and shall accompany the receiving report.
- c. Payment.
 - i. An invoice is a vendor's statement of commodities or services provided and charges due from the City. Upon receipt of an invoice the using department's manager shall be responsible for appropriate classification and brief explanation of charges with documental approval by way of signature.
 - ii. Department managers are responsible for reconciling all invoices for commodities or services purchased for said department. All reconciled invoices shall be accompanied with corresponding receiving report, bills of laden, order confirmations, or other verification of purchases and/or deliveries and forwarded to Accounts Payable for payment.
 - iii. The Office of the City Treasurer shall be responsible for recording expenditures and payment of invoices.

2. Credit Cards. Department managers may be issued upon Board of Aldermen authorization a City credit card with a credit limit not to exceed Five Thousand Dollars (\$5,000) for the purpose of travel, training, and other authorized purchases related to City operations. The following regulations shall apply:

- a. No personal purchases, purchases not pertaining to City business, or cash advances shall be made;
- b. All expenditures shall be conducted in accordance with the City's Purchase and Procurement Code as stated in this chapter as well as any applicable federal or state laws and/or regulations;

- c. Department managers are responsible for his /her credit card and for the proper classification, retention of receipts and other appropriate verification of purchases and monthly reconciliation of all credit card expenditures.
3. Petty Cash. The City Treasurer may create petty cash funds as needed within the City departments for the purpose of routine purchases of less than One Hundred Dollars (\$100). The size of said funds shall be determined by the City Treasurer. The following regulations shall apply:
 - a. No personal or payroll checks shall be cashed;
 - b. All expenditures shall be conducted in accordance with the City's Purchase and Procurement Code as stated in this chapter as well as any applicable federal or state laws and regulations;
 - c. The manager of the using department shall be the authorized custodian of any petty cash funds established within their department and shall be responsible for authorizing reimbursements, ensuring classification of reimbursed expenditures, and replenishing the fund;
 - d. The using department shall request to the Office of the City Treasurer replenishing funds on a regular basis;
 - e. Replenishment of funds shall only be made with valid receipt or other means of certifying an expenditure;
 - f. All petty cash funds shall be subject to unscheduled audits by the Office of the City Treasurer. Petty cash audits shall be done at least annually.
4. Grants. Any proceeds from Federal, State, private, or other source grants shall be expended for the special purpose stated by the terms of said grant. Grant expenditures shall be made in accordance with the City's Purchase and Procurement Code as stated in this chapter as well as any applicable federal or state laws and regulations. All grants in which the City participates shall be administered by the City Administrator or his/her designee. All grants in which the City participates shall be tracked and reconciled by the City Treasurer or his/her designee.
- D. Ethics. Any attempt to realize personal gain through elected office, public employment or any effort to influence any elected official or employee to disobey or divert from any law, City Code, or immoral standard is a breach in ethical standards.
 1. Confidential Information. It shall be a breach of ethical standards for any elected official, employee, or former employee, to knowingly use confidential information for actual or anticipated personal gain, or for actual or anticipated personal gain on behalf of another.
 2. Conflicts of Interest. Elected officials and employees are prohibited from participating directly or indirectly in a contract for purchase or sale when a conflict of interest exists as stated in Ordinance 120.020. Upon discovery of actual or potential conflict of interest, an employee shall promptly file with the City Administrator or his/her designee a written statement as to the conflict. An elected official shall promptly file with the City Clerk a written statement as to the conflict.
 3. Gifts and Rebates. Gifts and/or rebates offered, given, or an agreement to offer or give, to any elected official or employee is prohibited. Gifts and/or rebates provided to all employees equally may be allowed when approved by the City Administrator or his/her designee.
 4. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, offer of employment, or any other form of bribery to be made by or on behalf of a contractor or

subcontractor under a contract to the City, or any person associated therewith, as an inducement for an award.

5. Personal Purchases/Discounts. Purchases for elected officials or employees by the City are prohibited. Elected officials or employees are also prohibited from using the City's name or the official's or employee's position to obtain special consideration in personal purchases. Corporate discounts that are offered by business firms to all City employees equally may be allowed when approved by the City Administrator or his/her designee.

SECTION 135.040: PURCHASING AND PROCUREMENT – COMPETITIVE BIDDING

Any purchases or contracts made shall be made only after liberal competition, unless defined otherwise.

A. Authority and Responsibilities.

PURCHASE AMOUNT	AUTHORIZATION	BID PROCEDURE
=/< \$999	Department Manager	Small Purchases 135.040. B.1.
\$1,000 - \$14,999	City Administrator	INFORMAL - Verbal Bids Accepted 135.040. B.2
=/> \$15,000	Board of Aldermen	FORMAL - Written Bids 135.040. C

B. Informal Bidding.

1. Small Purchases - Department Manager Approval =/< \$999 . Purchases that are equal to or less than Nine Hundred and Ninety-Nine Dollars (\$999) shall be obtained under the following guidelines:
 - a. Non-repetitive purchases not to exceed an aggregate amount of Nine Hundred and Ninety-Nine Dollars (\$999) may be made as approved by the department manager for his/her appropriate department. Purchases shall not be artificially divided to constitute a small purchase under this section.
 - b. All purchases not within their approved Annual Operating Budget must be pre-approved by the City Administrator or his/her designee.
 - c. Such purchases under this section shall not interfere with the procurement of items in an existing contractual obligation, services or items already within a cooperative contract with another agency, or for other items of procurement through another established City policy.
2. Informal - City Administrator Approval: \$1,000 - \$14,999. Purchases equal to or greater than One Thousand Dollars (\$1,000) through Fourteen Thousand, Nine Hundred and Ninety-Nine Dollars (\$14,999) shall be obtained under the following guidelines:
 - a. Purchases procured by individual departments that are equal to or greater than One Thousand Dollars (\$1,000) through Fourteen Thousand, Nine Hundred and Ninety-Nine Dollars (\$14,999) shall be pre-approved by the City Administrator or his/her designee prior to purchase.

- b. Competitive quotations shall be solicited and documented from more than one qualified supplier. Verbal quotes are authorized. Methods of soliciting bids should include direct mail request to prospective vendors; fax or phone requests; and/or electric media requests such as, email or portable document format (pdf).
- c. If fewer than three (3) proposals from qualified vendors are received, staff recommendation shall be brought to the Board of Alderman for approval. The City Administrator or his/her designee may also choose to advertise using the formal bidding procedures if it is deemed by the City Administrator to be in the best interest of the City.
- d. Such purchases under this section shall not interfere with the procurement of items in an existing contractual obligation, services or items already within a cooperative contract with another agency, or for other items of procurement through another established City policy.

C. Formal Bidding.

1. Formal - Board of Aldermen Approval: \geq \$15,000. Purchases and contracts equal to or greater than Fifteen Thousand Dollars (\$15,000) shall be obtained under the following guidelines:

- a. Bidding Method. Purchases and contracts shall be procured through formal competitive sealed bidding procedures unless it is determined in writing by the City Administrator or his/her designee that this method is not practical. Factors for this determination include:
 - i. Specifications of the bid can be prepared to permit the award on the basis of either the lowest or the lowest evaluated bid price(s); and/or
 - ii. The specifics of the purchase such as supplies, time, place and/or performance are not appropriate for the use of competitive sealed bidding.
- b. Public Notice.
 - i. An Invitation for Bid (IFB) shall be published, stating a general description, once in at least one (1) local newspaper of the general circulation and on site at City Hall and electronically via the City's website no less than fifteen (15) calendar days prior to stated bid opening.
 - ii. Notice of the bid invitation shall be sent, stating a general description, to all prospective bidders who have requested their names be added to the Bidder's List on file with and maintained by the Office of the City Clerk pertaining to all published IFBs.
- c. Bid Opening.
 - i. Sealed bids shall be delivered to and held by the Office of the City Clerk who shall conduct the public bid opening at said date and time established by the formal notice.
 - ii. The names of the bidders, the prices, and the items offered, shall be recorded by the Office of the City Clerk and be posted for public inspection. The delivery terms, and/or other bid specifications items shall be recorded by the user Department Manager.
- d. Evaluation.
 - i. All bids are evaluated against the criteria included in the bid specifications as formally advertised.
 - ii. The user Department Manager and/or City Administrator shall review all bids recorded by the Office of the City Clerk.
 - iii. The user Department Manager shall check and document at least three (3) references of any proposed awardee which has previously not done business with the City within a four (4) year period.

- iv. Changes to the bids or the IFB are not allowed after opening of the bids.
- v. A contract modification may be made only after formal approval of the contract.
- vi. A pending contract modification may not be considered in evaluating procurement.
- e. Award.
 - i. The Board of Aldermen may accept and/or reject any or all bids and shall make the final award as determined to be the most advantageous to the City, taking into consideration price, bid solicitation and specifications.
 - ii. The City Administrator or his/her designee shall give written notification of award to the successful bidder.
- f. Non-Responsive and Unacceptable Bids.
 - i. The City may reject any bid which is materially non-responsive to the requirements set forth in the formal bid specifications.
 - ii. The City Administrator may re-solicit bids if bids received as a result of a solicitation for bids are not acceptable for any reason. Such re-solicitation shall not be for the purpose of directing the award to particular bidder.
- g. Prohibitions.
 - i. Competitive Price “sharing”. Otherwise known as ‘auctioneering,’ price/cost sharing between vendors is prohibited when soliciting bids either in informal or formal, verbal or written, bid soliciting.
 - ii. Contract Splitting. Contracts shall not otherwise be divided or split to constitute small quantities and/or amounts or divided into artificial phases or sub-contracts for the purpose of circumventing the requirements of formal bidding.
- h. Records. The Office of the City Clerk shall keep records of all bids and all contracts awarded which shall be open for public inspection. The Office of the City Treasurer shall keep all invoice and payment records.

SECTION 135.050: PURCHASING AND PROCUREMENT – COMPETITIVE PROPOSALS

A. Conditions for Use.

1. Request for Qualifications (RFQ). RFQ’s may be used in lieu of competitive bidding procedures where it is necessary to demonstrate competence and qualifications for the type of services required. Price shall not be a factor in determining the best proposal. The City Administrator or his/her designee shall negotiate these contracts on the basis of predetermined criteria as outlined in RSMo Section 8.285 to 8.291.
 - a. RFQ uses:
 - i. Required professional services; includes, engineers, architects, and land surveyors.
 - ii. Optional professional services; includes legal and financial services.
2. Request for Proposal (RFP). RFP’s may be used in lieu of competitive bidding procedures under specific circumstances where it is necessary to ensure fair and reasonable price, product, and/or service analysis, but not to prevent competition for technical superiority or price. This method allows for the possibility for negotiations of specific applicable conditions and is only used when competitive bidding is not practical or not advantageous to the City as determined by the City Administrator or his/her designee.

- a. RFP may be used for the following:
 - i. Optional professional services; including but not limited to, legal, financial services, and other professional people who, in keeping with the standards of their discipline, will not enter into a competitive bidding process;
 - ii. Complex services; or
 - iii. Nonstandard items.
- B. Public Notice.
 1. Notice of a proposal invitation shall be published, stating a general description, once in at least one (1) local newspaper of the general circulation and on site at City Hall and electronically via the City's website no less than fifteen (15) calendar days prior to stated proposal opening.
 2. Competitive proposal packets may be mailed to proposers who have participated in previous competitive proposal on similar items and/or who have expressed an interest on the specific item and who are on the Prospective Bidder's List on file with the Office of the City Clerk. Notice of the invitation shall be sent, stating a general description, to all prospective bidders who have requested their names be added to the Bidder's List on file with and maintained by the Office of the City Clerk pertaining to all competitive proposal published.
- C. Proposal Opening.
 1. Sealed proposals shall be delivered to and held by the Office of the City Clerk at said date and time established by the formal notice.
 2. The names of each proposer shall be recorded by the Office of the City Clerk and shall be posted for public inspection
- D. Post- Opening Proposal Discussion. Post-Opening negotiations, discussions, and clarifications may be made with each proposer by the user Department Manager and/or the City Administrator or his/her designee as needed to the extent of one's own proposal.
- E. Evaluation.
 1. The evaluated criteria shall be predetermined factors as formally advertised which measure the differences on how well a proposer meets the desired qualifications and performance characteristics.
 2. Reasonableness and credibility of price may be considered. Pursuant to RSMo Section 8.285 to 8.291, price cannot be a factor in the selection of engineers, architects, and land surveyors.
 3. The user Department Manager and/or City Administrator shall review all proposals recorded by the Office of the City Clerk.
 4. The user Department Manager shall check and document at least three (3) references of any proposed awardee which has previously not done business with the City within a four (4) year period.
 5. Changes to the proposal are not allowed after opening of the proposals.
 6. Contract modification may be made by the Board of Aldermen only after formal approval of the contract.
 7. A pending contract modification may not be considered in evaluating procurement.
- F. Award.

1. The City Administrator or his/her designee shall recommend to the Board of Aldermen that the award be made to the most responsive and responsible proposer who submitted the lowest and/or best proposal.
 2. The Board of Aldermen may accept and/or reject any or all proposals and shall make the final award as determined to be the most advantageous to the City.
 3. The City Administrator or his/her designee shall give written notification of award to the successful proposer.
- G. Non-Responsive and Unacceptable Proposals.
1. The City may reject any proposal which is materially non-responsive to the requirements set forth in the formal specifications.
 2. The City Administrator may re-solicit proposals if proposals received as a result of a solicitation are not acceptable for any reason. Such re-solicitation shall not be for the purpose of directing the award to a particular proposer.
- H. Records. The Office of the City Clerk shall keep records of all competitive proposals and such records shall be open for public inspection.

**SECTION 135.060: PURCHASING AND PROCUREMENT - CORRECTION/WITHDRAWAL/
CANCELLATION**

- A. Bids or proposals may be revised, modified, or withdrawn by the bidder/proposer at any time by written or electronic notice received by the Office of the City Clerk prior to the opening.
- B. After bid or proposal opening, bid/proposal documentation shall be irrevocable as to preserve fair competition.
- C. Bids, proposals, or other solicitation for purchases or procurements may be cancelled or rejected if it is determined by the City Administrator or his/her designee that such action is in the best interest of the City. This determination shall be in writing and shall be kept in the contract and/or final purchase/invoice file.

**SECTION 135.070: PURCHASING AND PROCUREMENT – COOPERATIVE
PURCHASING/SOLE SOURCE PROCUREMENT/EMERGENCY PURCHASES**

- A. Cooperative Purchasing. It is the goal of the City to participate in the cooperative procurement program with the State of Missouri, the County of Camden and/or Miller, or other governmental body. In lieu of purchasing requirements set out in this chapter, purchasing may be authorized based on bids received by another governmental entity, provided that all of the following criteria are met:
 1. The other governmental entity must have competitively bid the purchase using procedures which are substantially similar to the procedures which would have been required by this chapter had the City of Osage Beach bid the purchase itself;
 2. Verification can be made as to the fact that the bid procedures were in indeed followed by the other governmental entity;
 3. The successful bidder to the other governmental entity must state in writing to the City of Osage Beach that the City of Osage Beach is authorized to make the same purchase at the same price.
- B. Sole Source Procurement. A contract may be awarded without competition when it has been determined by the City Administrator that there is only one feasible source.
 1. Defined. A sole source is defined as follows:

- a. Proprietary. When there is no substitute for items deemed necessary or a product is only available from one manufacturer or single distributor; and/or
- b. History. When the City purchases from the same vendor as it has in the past for the purpose of staying consistent.

2. Procedure and Records.

- a. Appropriate negotiations shall determine price, delivery, and other terms necessary for purchase.
- b. Determination of sole source shall be documented and made part of the purchase/invoice file.
- c. The user Department Manager shall check and document at least three (3) references of any proposed awardee which has previously not done business with the City within a four (4) year period.

C. Emergency Purchases.

1. Defined. An emergency is a disaster declared by the Mayor or when a breakdown in machinery or equipment or termination of essential services that may vitally affect the health, safety, or welfare of the employees or the public. Emergency purchases shall be made consistently as authorized by section 225.130(c) of this code.
2. Authority. The approval authority is set forth as follows:
 - a. Department Manager: Approval of emergency purchases equal to or less than Nine Hundred and Ninety-Nine Dollars (\$999);
 - b. City Administrator: Approval of emergency purchases equal to or greater than One Thousand Dollars (\$1,000) through Forty Nine Thousand, Nine Hundred and Ninety-Nine Dollars (\$49,999);
 - c. Board of Aldermen: City Administrator or his/her designee shall obtain approval of emergency purchases equal to or greater than Fifty Thousand Dollars (\$50,000) at the next Board of Aldermen meeting, if time permits, or by means of a concentrated effort to poll the Board of Aldermen to obtain an agreement of the majority.

SECTION 135.080 TRANSFERS AND SALES

A. Disposal of City Property.

1. Authority. The City Administrator shall be responsible for the effective disposal of all surplus property of the City.
 - a. Annually, or as needed, all departments shall submit to the City Administrator or his/her designee a detailed report of City property to be declared surplus. The report shall be the responsibility of the department manager from which the stated property was last assigned and shall include a detailed description of the property including any surveys, drawings, appraisals, photos, or any other identifying and/or descriptive information that may be pertinent to the disposal of the stated property.
 - b. The City Administrator or his/her designee shall provide a report to the Board of Aldermen of all property deemed surplus and the recommended method of disposal.
2. Property deemed surplus may be disposed of in the following methods:
 - a. Transfer. The City Administrator or his/her designee may notify all departments of surplus property on hand for disposal. A department manager may submit a request to the City Administrator or his/her designee stating the interest in and the reasons for need in stated

surplus property from the other City department. The City Administrator may approve the transfer of surplus items between City departments based on current need of said department;

- b. Trade-In. When a department is replacing its surplus property with a like-kind item(s) the City Administrator or his/her designee may approve the possible trade-in of stated property. The IFB shall request prices with or without the stated trade-in and should indicate that the award may be made on either basis. The City Administrator or his/her designee shall compare the stated trade-in value versus the expected sale price based on current market evaluations and shall determine the best method of disposal;
 - c. Sale. Sale of surplus property requires Board of Aldermen approval and may be handled by the following methods:
 - i. Sale by Auction. Auction, including online auction venues, shall be publicly advertised to include a general description of the item(s) to be sold, method of auction, and shall be placed in at least one (1) local newspaper of general circulation and on site at City Hall and electronically via the City's website no less than fifteen (15) calendar days prior to sale's end date and time. Items shall be sold to the highest registered bidder;
 - ii. Sale by Sealed Bids. Public notice shall be made of the sale which shall include a general description of the item(s) to be sold and placed in at least one (1) local newspaper of general circulation and on site at City Hall and electronically via the City's website no less than fifteen (15) calendar days prior to sale's end date and time. Sealed bids shall be delivered to and held by the Office of the City Clerk who shall conduct the bid opening at said date and time established by the formal notice;
 - iii. Sale by Salvage. When surplus property is deemed unfit for sale by auction or sealed bids the City Administrator or his/her designee shall approve the sale to a licensed scrap and/or recycle dealer/business;
 - d. Destruction. Property that has been deemed by the City Administrator or his/her designee to be surplus and has no monetary value or use to the City may be disposed of by means of proper destruction based on the specific item(s) stated as such. It shall be the responsibility of the department manager to ensure effective and legal disposal of approved said item(s);
 - e. Donation. In the event property has been deemed by the City Administrator or his/her designee to be surplus and of no use to the City, the Board of Aldermen may elect to donate stated property to a charity or other not-for-profit organizations.
- B. Disposal of Seized, Unclaimed, or Abandoned Property.
- 1. Proceeds of Sales. All property coming into the custody of the City of Osage Beach in the nature of lost, unclaimed, seized, or abandoned property shall be sold and/or disposed of in accordance with RSMo 542.301.
 - 2. State, Federal Forfeiture Proceedings. The Police Chief shall have the authority to permit Police Department participation in any State or Federal forfeiture proceedings. The Police Chief may apply to receive any property or cash which may become available to the City pursuant to any State or Federal forfeiture proceedings. Upon receipt of any forfeited property or cash the Board of Aldermen shall act to accept or reject it, paying all liens and other encumbrances, and shall designate the use of the forfeited property or cash pursuant to the provisions of the law under which it was forfeited.

ARTICLE III. AGENCY AND TRUST FUND

SECTION 135.090: ESTABLISHMENT AND PURPOSE OF AGENCY AND TRUST FUND

- A. There is hereby established an Agency and Trust Fund.
- B. The purpose of this fund is to receive gifts and endowments made to the City of Osage Beach for special purposes and accurately safeguard the monies.
- C. The accounts shall be maintained as per Governments Finance Officers Association publication "Governmental Accounting, Auditing, and Financial Reporting", copyright 1988 and any updates. (Ord. No. 91.33 §§1--3, 12-5-91)

ARTICLE IV. TAX INCREMENT FINANCING COMMISSION

SECTION 135.100: CREATION OF TAX INCREMENT FINANCING COMMISSION

There is created pursuant to Section 99.820.2 of the Act, a commission to be known as the "Tax Increment Financing Commission of Osage Beach, Missouri," (the "Commission"). The Commission shall have continuous existence unless and until terminated by the adoption of an ordinance of the Board of Aldermen terminating it.

SECTION 135.110: COMPOSITION--APPOINTMENT OF MEMBERS

The Commission shall be composed of members to be appointed as follows:

1. Six (6) members shall be appointed by the Mayor of the City, with the consent of the Board of Aldermen.
2. For projects within Miller County, two (2) members shall be appointed by the Presiding Commissioner of the County of Miller, with the consent of the majority of the County Commission of the County of Miller. For projects within Camden County, two (2) members shall be appointed by the Presiding Commissioner of the County of Camden, with the consent of the majority of the County Commission of the County of Camden.
3. Within thirty (30) days after the receipt of notice of a proposed redevelopment area, redevelopment plan or redevelopment project required by Section 99.830 of the Act, two (2) members shall be appointed by the school board whose district is included within such proposed redevelopment area. The manner of selection of the members is left to the discretion of the affected district.
4. Within thirty (30) days after the receipt of notice of a proposed redevelopment area, redevelopment plan or redevelopment project required by Section 99.830 of the Act, one (1) member shall be appointed, in any manner agreed upon by the affected districts, to represent all other districts levying ad valorem taxes (excluding the representatives of the Board) within the area selected for a redevelopment plan.

SECTION 135.120: TERM OF MEMBERS

- A. With regard to the term of the first six (6) members appointed by the Mayor with the consent of the Board:

1. Two (2) shall be designated to serve for terms of two (2) years;
2. Two (2) shall be designated to serve for terms of three (3) years; and
3. Two (2) shall be designated to serve for terms of four (4) years.

Thereafter, members appointed by the Mayor with the consent of the Board of Aldermen shall serve for a term of four (4) years. All vacancies shall be filled for the unexpired terms in the same manner as were the original appointments.

- B. At the option of the members appointed under Section 135.110 of this Article, the members who are appointed by the school board and other taxing districts may serve on the Commission for a term which coincides with the length of time such redevelopment project, redevelopment plan or

the designation of the area for which they were appointed is being considered for approval by the Commission, or for a definite term pursuant to Section 99.820.2 of the Act. If the members representing the school district and other taxing districts are appointed for a term coinciding with the length of time a redevelopment project, plan or area is approved; such term will terminate upon final approval of such redevelopment project, redevelopment plan or designation of the area by the Board.

SECTION 135.130: VOTING AUTHORIZATION

Those Commission members who are appointed by the school board and other taxing districts shall only be authorized to vote on matters specifically and directly relating to the redevelopment plan, redevelopment project or redevelopment area upon which their affected taxing districts levy ad valorem taxes.

SECTION 135.140: ORGANIZATION OF COMMISSION

The Commission, upon the effective date of this Article (February 3, 2000), shall organize itself and elect from its six (6) members appointed by the Mayor, a chairperson, vice chairperson, treasurer and secretary, each to serve for one (1) year terms or until their successors are elected.

SECTION 135.150: POWERS

The Board of Aldermen hereby authorizes and approves the exercise by the Tax Increment Financing Commission of all the powers delegable under the Real Property Tax Increment Allocation Redevelopment Act and in particular those enumerated in Section 99.820(3) thereof.

SECTION 135.160: MEETINGS

The Commission shall meet regularly and shall adopt such rules and regulations for operations as shall enable it to maintain an orderly procedure for its business and to effectively and efficiently exercise the powers authorized by the Statute and delegated to it by the Board.

SECTION 135.170: RECORDS AND MINUTES OF MEETINGS

The Commission shall keep records and minutes of its meetings and shall report annually to the Board with regard to its activities.

Section 2. Severability.

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

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

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

Section 4. That this ordinance shall be in full force and effect from and after January 1, 2016.

READ FIRST TIME: _____; READ SECOND TIME _____;

I hereby certify that the above Ordinance No. 15.96 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 the above ordinance 15.96

Penny Lyons, Mayor

Date
ATTEST:

Diann Warner, City Clerk

Submission Date: December 7, 2015
Submitted By: Mike Welty, Assistant City Administrator
Board Meeting Date: December 17, 2015

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

Description of Item:

Bill 15.101 – Authorization for the Mayor to sign a Janitorial Services Contract between the City and C.E. Berry Janitorial Services.

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

Staff, citizens and visitors to Osage Beach City Hall.

Why is Board Action Required?

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

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

Requesting first and second readings of Bill 15.101.

Are there any deadlines associated with this action?

Yes. Current vender is providing service through 12/31/15.

Budget Line / Source of Funds

10-09-742000 Janitorial Services
20-00-742000 Janitorial Services
30-00-742000 Janitorial Services
35-00-742000 Janitorial Services

Comments and Recommendation of Department:

Pursuant to Board direction at the November 5th board meeting, I cancelled the current contract, provided the appropriate notice to our current vendor, and drafted an RFP that encompassed both City Hall and the Public Works buildings.

C.E. Berry Janitorial Services was the low bidder at \$16,620.00 per year and an hourly rate of 16.50 for things outside the normal scope of the contract. Their references have been contacted and were extremely positive. I also spoke directly with Mr. Berry to insure that he fully understood the specification. Administration recommends approval.

City Administrator Comments and Recommendation:

Concur with the Assistant City Administrators recommendation.

BILL NO. 15-101

ORDINANCE NO. 15.101

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH C.E. BERRY JANITORIAL SERVICE TO PROVIDE JANITORIAL SERVICES

WHEREAS, the City of Osage Beach seeks to engage a company to provide janitorial services for City Hall, the Police Department and the Public Works Facility; and

WHEREAS, the City requested bids for such services and C.E. Berry Janitorial Service was the apparent low bidder; and

WHEREAS, the City has determined that C. E. Berry Janitorial Service is able to provide such services as stated in the specifications for Janitorial Services.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with C. E. Berry Janitorial Service substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed sixteen thousand six hundred twenty dollars (\$16,620.00).

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

Section 4. This Ordinance shall be in full force and effect on January 1, 2016.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.101 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.101.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

**JANITORIAL SERVICES CONTRACT
OSAGE BEACH, MISSOURI**

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Osage Beach, Missouri, hereinafter referred to as "City" and C.E. Berry Janitorial Service, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, City heretofore submitted a request for bids for janitorial services for City Hall, Police Department and the Public Works facility; and;

WHEREAS, specifications for janitorial services were prepared by the City and became a part of the bid request package, and;

WHEREAS, Company was selected as the lowest and best bid and awarded the bid for janitorial services for the City, and;

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Maintenance Service. Company agrees to perform janitorial services for City during the term of this agreement as may be directed by the Assistant City Administrator or Building Official all specifications incorporated in Exhibit A attached hereto.

2. Failure to Fulfill Requirements. If Company fails to fulfill the requirements set forth in this Agreement or the City is not satisfied with the quality of service, the City may terminate this Agreement upon giving a thirty (30) day written notice to Company.

3. Period of Contract. This Agreement shall run from January 1, 2016 to December 31, 2016. During the thirty (30) day period after the expiration date, the City may renew the Agreement for two additional years upon the same terms and conditions set forth herein. Company will provide janitorial maintenance service for \$16,620.00 per year, payable on a monthly basis.

The parties agree that the yearly contract for an option to renew in years 2017 and 2018 shall be as follows:

Janitorial Services 2017: sixteen thousand six hundred twenty dollars (\$16,620.00)

Janitorial Services 2018: sixteen thousand six hundred twenty dollars (\$16,620.00)

Any additional work will be billed at \$16.50 per man hour when requested and approved by the City.

Company agrees that it will provide all equipment, manpower and chemicals necessary to fulfill requirements of this contract. City's obligation to pay Company is contingent on Company fulfilling the terms of the bid specifications outlined in this agreement.

4. Insurance Requirements.

Company must obtain a business license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation.

5. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. This Agreement may not be assigned by Company without the express written consent of City. The City reserves the right to accept or reject any personnel assigned by the company to perform the services under this contract. Either party may terminate this agreement upon a thirty day written notice.

6. Indemnity and Hold Harmless.

Company shall protect, indemnify and hold harmless the City from any and all claims, for any loss, damage or injuries sustained by any person or entity which may arise out of any work performed or actions taken pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

City of Osage Beach, Missouri

By: _____

Penny Lyons, Mayor

Attest:

City Clerk

Company:

C.E. Berry Janitorial Services

SPECIFICATIONS FOR JANITORIAL SERVICE

CITY OF OSAGE BEACH, MISSOURI

General Requirements

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

Company must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

Company must provide a list of three references with facilities and work tasks similar to that addressed herein. Company must provide proper identification and a background check for any person who enters City Hall under the authority granted to the selected bidder. The contract may be immediately terminated by the City for failure to pass a background check.

Successful bidder must obtain a merchant license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation. Company shall protect, indemnify and hold harmless the City of Osage Beach from any and all claims, for any loss, damage or injuries sustained by any person who may arise out of any work performed or actions taken pursuant to this contract. Services must be provided after 5:00 p.m. on the days specified.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted

services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Terms for Successful Bidder

A single Company will be selected to service City Hall and the Police Department, located at 1000 City Parkway Osage Beach Mo 65065, as well as Public Works, located at 5757 Chapel Dr. Osage Beach Mo 65065. The company will be required to invoice on a monthly basis only. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed. Separate monthly invoicing will be required for such additional services

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

City Hall

The following services are to be provided on Monday, Wednesday and Friday. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

Kitchens, Kitchenettes, Elevators, Courtroom, Conference Rooms, Fitness Rooms, Jail Cells, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area

- a. Clean and disinfect sinks, counters and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
- f. Sweep and mop all tile floors using disinfectant on floors.

- g. Vacuum all carpeted areas, including area rugs.
- h. Turn off any lights that you turned on. Lock any doors that you unlocked.
- i. Disinfect all door handles, knobs and push bars.
- j. Empty trash receptacles including all individual work areas.

Lobby Areas, Stairwells/Vestibules

- a. Empty all trash receptacles inside and outside, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean windows inside and outside (grade level only).
- d. Clean and shine drinking fountains.
- e. Sweep and mop all tile floors, including stairwells.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs and push bars.
- i. Dust and disinfect all handrails and guardrails.
- j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary

Floors

- a. Tile floors will be maintained by sweeping and mopping using disinfectant, and buffing twice a month.
- b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

The following services are to be provided daily. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

Front Lobby Area and Front Men's and Women's Restrooms

- a. Clean as described in Lobby Areas and Restroom Sections listed above.
- b. Empty trash receptacles, inside and out.
- c. Clean restroom facilities on the Police Department side of the building as described above for restrooms.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- a. Unfinished area on the lower level shall be swept once per month.

Public Works

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00pm on the days specified, unless other arrangements are made with the Public Works Director and/or the Assistant City Administrator.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.

- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

Main office area downstairs, Forman's office, map room, hallways, and stairs

- a. Clean and disinfect counters and tables
- b. Clean interior glass surfaces not including outside windows
- c. Sweep and mop all tile and vinyl floors
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

- a. Clean and disinfect sinks, counters and tables
- b. Wipe down vending machines
- c. Sweep and mop all tile floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

- a. Replace trash liners inside and outside, including ashtrays
- b. Clean doors and door glass
- c. Sweep and mop vinyl floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

- a. Replace trash liners

Bay area

- a. Replace trash liners

FAILURE TO FULFILL REQUIREMENTS. City may terminate this Agreement upon a thirty (30) day written notice to Company if not satisfied with the quality of service.

PERIOD OF CONTRACT. This Agreement shall run from January 1, 2016 to Dec 31, 2016. The City Administrator may renew the Agreement for up to an additional two years upon the same terms and conditions set forth herein and prices set forth below, if he/she is satisfied with the quality of work.

BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. Provided however, this Agreement may not be assigned by Company without the express written consent of City.

Your Bid

\$ 16,620.00 YEARLY Base Price for all Above Mentioned Services

\$ 16.50 Per hour cleaning for any additional services not listed.

Additional Pricing

Option to renew for years 2017 and 2018;

\$ 16,620.00 YEARLY 2017

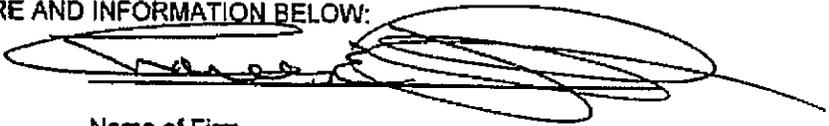
\$ 16,620.00 YEARLY 2018

.....

Dated at NOVEMBER 24, 2015 this _____ day of _____ 20____

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:



Name of Firm

C. E. BERRY JANITORIAL SERVICE

Signature of Authorized Representative

Address of Bidder

1821 BELTWAY DRIVE, OVERLAND, MISSOURI 63114
Telephone Number 314-428-0000

Submission Date: December 8 2014
Submitted By: Public Works Director
Board Meeting Date: December 17, 2014

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

Description of Item:

Bill 15-102 – To allow Mayor to execute Aviation Project Consultant Agreement for taxiway reconstruction at Lee C Fine Airport.

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

Citizens of Osage Beach, staff, MoDOT, FAA

Why is Board Action Required?

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

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

Requesting first and second reading of Bill 15.102.

Are there any deadlines associated with this action?

Yes. The project needs to be completed soon in order to meet the obligations in the grant.

Budget Line / Source of Funds

45-00-773216 Taxiway Project

Comments and Recommendation of Department:

This project is to reconstruct the taxiway at Lee C. Fine Airport. At the June 18th Board of Aldermen Meeting, we talked about applying for grant funds for the reconstruction of the taxiway. We have received approval to start the engineering process for this project.

We currently have a 5 year selection with CMT that FAA allows based upon the original scope of work. We have been happy with their work. MoDOT requires that an ICA

(Independent Cost Analysis) be done if the engineering work is over \$100,000. We have contacted Hansons to perform this work for us. We will have the results of the ICA before the Board of Aldermen Meeting.

We will be utilizing Non-Primary Entitlement Funds (Funds from FAA thru MoDOT) to cover 90 % of this contract. The construction contract will use FAA funds. We will have to go out for bids by late spring. The City's 10 % match for the engineering contract was included in the 2015 expenditures and budgeted in 2016. The City's out of pocket for this project will be \$24,050.53.

The Public Works Department recommends approval of this ordinance for the Aviation Project Consultant Agreement.

City Administrator Comments and Recommendation:

Concur with the Public Work Director's recommendation.

BILL NO. 15-102

ORDINANCE NO. 15.102

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

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services for the Parallel Taxiway Phase 1 project at the at Lee C. Fine Memorial Airport; and

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

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed two hundred forty thousand five hundred five dollars and 31/100 (\$240,505.31).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.102 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. 15.102.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

Airport Name: Lee C. Fine Memorial (AIZ)
 Project No.: _____
 County: Miller

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

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

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee C. Fine Memorial Airport.

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

WHEREAS, while the Sponsor intends to accomplish a project at the Lee C. Fine Memorial Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 5% of the total Agreement dollar value.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 5.2% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Engineering	Geotech field exploration and laboratory testing (sub to All-State)	\$9,687.90	100%	4%
Cross Rhodes Reprographics 1712 Macklind Ave. St. Louis, MO 63110	Printing	\$3,000	\$3,000	1.2%

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
All State Consultants	3312 Lemone Industrial Blvd. Columbia, MO 64658	Geotechnical
Cross Rhodes Reporgraphics	1712 Macklind Ave. St. Louis, MO 63110	Printing

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

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

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

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be

performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

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

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

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

(9) FEEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis: labor, overhead and profit will be paid for as a lump sum cost of **\$211,136.61**, direct expenses and subconsultant costs will be paid for at actual cost with a not to exceed amount of **\$29,368.70**, for a total not to exceed amount payable of **\$240,505.31**. A breakout of the estimated costs is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

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

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

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

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's

receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

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

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

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

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

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

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

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

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

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

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

(E) Upon the occurrence of any of the following events, the Consultant

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

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

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

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

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

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

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

4. The data on the electronic media shall not be considered the

Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

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

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

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

liability policies.

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

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

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

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

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

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

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

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by

competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

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

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

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or
2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

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

(19) AVIATION FEDERAL AND STATE CLAUSES:

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

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from

participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

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

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

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

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

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

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

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

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

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

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the

consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

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

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

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

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

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

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

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

(F) Energy Policy and Conservation Act:

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

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

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

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Mr. Nick Edelman, P.E. - City Engineer
SPONSOR'S NAME	City of Osage Beach, Missouri

SPONSOR'S ADDRESS	1000 City Parkway Osage Beach, Missouri 65065		
PHONE	573-302-2000	FAX	573-302-2039
E-MAIL ADDRESS	nedelman@osagebeach.org		

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

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

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

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

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

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be

necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

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

(26) SEVERABILITY AND SURVIVAL:

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

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

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

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

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

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

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.

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

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

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

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

Sponsor:
City of Osage Beach, Missouri

Consultant:
Crawford, Murphy & Tilly, Inc.

By: _____
Signature

By: _____
Signature

Title:

Title: Daniel R. Meckes, P.E.

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

EXHIBIT I**PROJECT DESCRIPTION**

1. Reconstruction of Taxiway A from Taxiway C to Runway 4, reconstruction of Taxiway B.
2. Geotechnical investigation to include Project 2 limits for the Reconstruction of Taxiway A from Taxiway D to Runway 22.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary
 - a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.
 - b. Develop preliminary engineer's opinion of probable construction cost and project budget.
2. Design Phase
 - a. Prepare preliminary design report (bound). As a minimum, the design report will include:
 - a narrative regarding the airport improvements in this project.
 - pavement design calculations and proposed typical sections.
 - geotechnical investigation and laboratory test results.
 - analysis of alternatives (life cycle) and recommendations.
 - drainage analysis/calculations.
 - pavement marking analysis.

- hold sign design.
 - seeding/top soiling considerations.
 - lighting system design/calculations (incl. apron area lighting).
 - analysis of Part 77 obstruction criteria as applied to this site.
 - a list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - an engineer's opinion of probable construction cost.
 - summary of recommendations.
- b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title sheet with project name/description, location map, index of sheets and runway data table.
 - General airport layout plan with safety/construction phasing plan.
 - General notes and summary of quantities (separate MoDOT and FAA specification items).
 - Sign plan/details for runway hold signs.
 - Demolition plan.
 - Typical pavement sections.
 - Taxiway plans and profiles.
 - Pavement joint layout plan and joint details.
 - General site grading plan/specific grading and surface drainage plans for the taxiways.
 - Temporary erosion control plan and details
 - Subsurface drainage plans and profiles for taxiways.
 - Drainage details.
 - Taxiway lighting plans and details.
 - Taxiway marking plans and details.
 - Miscellaneous ancillary details.
 - Cross sections.
- 2) Prepare Contract Documents/Technical Specifications.
- 3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.

- 4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor will be provided with two (2) copies and MoDOT one (1) copy.
- 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- 6) Submit a final Design Report (1 copy), final sealed set of Construction Plans and Contract Documents/Technical Specifications (2 copies), Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT.

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the pre-bid meeting and record minutes.
- e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

SPECIAL SERVICES

- A. Not used.
- B. Field Survey-Design Survey
 1. Establish taxiways baselines and set control points.

2. Establish horizontal control at the airport in NAD 83 coordinates modified to project coordinates.
3. Establish vertical control at the airport based upon U.S.G.S. datum.
4. Establish two (2) airport benchmarks on the airport for construction.
5. Obtain topography and above ground features in proposed areas of construction.

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

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

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

150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5230-4A	Aircraft Fuel Storage, Handling, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid and Preconstruction Conferences for Airport Grant Projects
150/5300-13 Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities

150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)
150/5345-53C & Addendum	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing & Graphics

150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Asphalt Paving Handbook
150/5370-15A	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 - Engineer's Report (& Pavement Design)
FAA	940 - Regional Approved Modifications to AC 150/5370-10
FAA	950 - Sponsor Modifications to FAA Standards
FAA	960 - Safety Plan
FAA	1040 - Preconstruction Conference
FAA	1060 - Labor Provisions
FAA	1100 - Runway Commissioning
FAA	1310 - Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

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

EXHIBIT III**SERVICES PROVIDED BY THE SPONSOR**

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see paragraph 22-A).
12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCT TAXIWAY A FROM TAXIWAY C TO RUNWAY 4; RECONSTRUCT TAXIWAY B
SUMMARY OF COSTS
December 3, 2015

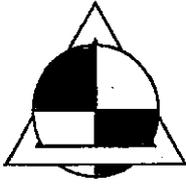
Basic Services	Fee	Hours
Preliminary Phase	\$5,122.15	40
Design Phase	\$217,672.15	1,768
Bidding Phase	\$8,180.28	66
Special Services	\$9,530.73	104
Total	\$240,505.31	1,978

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCT TAXIWAY A FROM TAXIWAY C TO RUNWAY 4; RECONSTRUCT TAXIWAY B
PRELIMINARY, DESIGN, BIDDING AND SPECIAL PHASE SERVICES
December 3, 2015

1	<u>DIRECT SALARY COSTS:</u>			
	<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
	Principal	0	\$73.59	\$0.00
	Senior Project Engineer	25	58.29	\$1,457.25
	Project Manager	358	45.33	\$16,228.14
	Senior Engineer	888	35.34	\$31,381.92
	Engineer	434	27.96	\$12,134.64
	Senior Planner	2	35.08	\$70.16
	Planner	0	22.21	\$0.00
	Registered Land Surveyor	4	40.50	\$162.00
	Senior Technician	196	34.51	\$6,763.96
	Technician	54	26.08	\$1,408.32
	Clerk/Secretary	17	20.51	\$348.67
		<u>1,978</u>		
	Total Direct Salary Costs			= \$69,955.06
2	<u>LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:</u>			
	Percentage of Direct Salary Costs @		<u>162.45</u> %	= \$113,641.99
3	<u>SUBTOTAL:</u>			
	Items 1 and 2			= \$183,597.05
4	<u>PROFIT:</u>			
	15 % of Item 3 Subtotal			= \$27,539.56
			Subtotal	= \$211,136.61 Lump Sum
5	<u>OUT-OF-POCKET EXPENSES:</u>			
	a. Mileage	2440 Miles @	\$0.57 / Mile =	\$1,390.80
	b. Meals	5 Days @	\$32.00 / Day =	\$160.00
	c. Motel	2 Nights @	\$95.00 / Night =	\$190.00
	d. Survey Vehicle (ILO Mile	2 Days @	\$100.00 / Day =	\$200.00
	e. Shipping		=	\$200.00
	Total Out-of-Pocket Expenses			= \$2,140.80
6	<u>SUBCONTRACT COSTS:</u>			
	a. Geotechnical		=	\$24,227.90
	b. Printing (estimated)		=	\$3,000.00
				= \$27,227.90
7	<u>MAXIMUM TOTAL FEE:</u>			
	Items 1, 2, 3, 4, 5 and 6			= \$240,505.31 Not to Exceed



ALLSTATE
CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

December 3, 2015

Crawford Murphy & Tilly, Inc.
 Gateway Tower
 One Memorial Drive, Suite 500
 St. Louis, Missouri 63102

ATTN: Mr. Brian Hutsell, P. E.
 Project Manager

RE: Proposal for Geotechnical Engineering Services
 Lee C. Fine Memorial Airport
 Reconstruct Parallel Taxiway A and Connecting Taxiway B
 State Project No. TBD
 CMT Project No. TBD

Dear Mr. Hutsell:

Allstate Consultants, LLC is pleased to submit our proposal to provide the geotechnical engineering services requested in your RFP dated November 19, 2015 for the reconstruction of Taxiways A and B over the course of two separate projects with the geotechnical investigation for both projects being performed at this time.

PROJECT DESCRIPTION

We understand the proposed improvements will consist of complete reconstruction of Taxiway A and connecting Taxiway B. Minimal grading is anticipated as the vertical alignment is currently established.

A subsurface exploration, laboratory testing program and geotechnical recommendations have been requested for development of plans for the proposed improvements as described in detail in your RFP.

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services - We plan to perform seventeen (17) pavement core borings at the requested taxiway, runway, apron and turnaround locations. Pavement cores will be 5 to 6 inches in diameter and will be performed by our DBE sub-consultant, TSi Engineering. Pavement core borings will determine the thickness of the asphalt and

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A and Connecting Taxiway B
State Project No. TBD, CMT Project No. TBD**

concrete sections and the thickness of the supporting aggregate base course at the boring locations.

At ten (10) of the taxiway core boring locations and four (4) additional turf area locations, soil borings will be extended to depths of 7.5 feet or auger refusal whichever is shallower. Our DBE sub-consultant, TSi Engineering will obtain soil samples for classification, moisture content and strength testing at approximate two (2) foot vertical intervals in the soil borings using thin walled tubes and/or split barrel samplers. Borings will be observed and logged in the field by an Allstate Consultants' geotechnical engineer and will be backfilled, patched and cleaned up as requested.

Allstate Consultants will visually classify the soil samples recovered from the borings in our Columbia soils laboratory in accordance with the Unified Soil Classification System and will perform moisture content, Atterberg limits, density and unconfined compressive strength tests on representative samples of the site soils obtained from the soil borings.

After borings are completed and subsurface conditions have been reviewed, Allstate Consultants also plans to select two (2) locations in turf areas adjacent to Taxiway A for further study. At these locations we plan to excavate two (2) test pits, as requested, to obtain representative soil samples for taxiway subgrade testing. With the assistance of our DBE sub-consultant, TSi Engineering, we will obtain large representative bulk samples of the subgrade soils for laboratory particle size, Atterberg limit, standard Proctor and CBR testing as requested in your RFP. We understand the City of Osage Beach or the Airport will provide a backhoe and operator to excavate the test pits. Water levels will be observed in each of the borings and test pits during the limited exploration period.

Our DBE sub-consultant, TSi Engineering, will perform two (2) series of soil tests on representative bulk samples of the subgrade soils from the test pits as stipulated in your RFP. These tests will include Atterberg limit determinations, combined sieve and hydrometer analyses, standard Proctor tests, and California Bearing Ratio (CBR) tests as requested.

Geotechnical Engineering Report - Following completion of the field exploration and laboratory testing programs, the subsurface conditions and laboratory test data at the boring and test pit locations will be evaluated and an engineering report will be prepared by an Allstate Consultants' registered professional engineer specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, an evaluation of subsurface conditions, and our geotechnical recommendations for subgrade preparation and design.

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A and Connecting Taxiway B
State Project No. TBD, CMT Project No. TBD**

Location of Existing Site Utilities Prior to Exploration – During preparation for field exploration, our drilling subconsultant will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings. We will also coordinate our boring locations with the designated representative of the airport to avoid private utilities and service lines known to exist in the area of the borings.

Site Access, Boring Layout and Elevations - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a rubber tired all-terrain drilling rig.

Our proposal is based on the borings being laid out and marked by our field engineer. Ground surface elevations at the marked (staked in turf areas) boring locations will be determined by Crawford, Murphy & Tilly, Inc. (CMT). We understand CMT will provide us with GPS locations of the requested borings.

Construction Observation and Testing - Although the requested number of borings and test pits will be performed at the taxiway, runway, apron and turnaround sites, it may not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present at the site. Subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are revealed.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and test pits and used to develop the design concepts, and to evaluate changed conditions as they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants, LLC be retained to provide observation and testing services during construction of this project. The costs of these construction related services have not been included in this proposal.

Schedule - We can usually commence field exploration within a week of receiving your verbal authorization but should still receive your written acceptance of this proposal. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted in approximately 4 to 6 weeks after field exploration is performed.

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A and Connecting Taxiway B
State Project No. TBD, CMT Project No. TBD**

Fees and Conditions - Allstate Consultants, LLC agrees to perform the field exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees. Based on the requested and described scope of work and our attached cost estimate and Rate Schedule, our fee for geotechnical services will not exceed \$ 24,228. A portion of this total fee will cover the work of our DBE sub-consultant, TSI Engineering which is estimated at \$ 9,688. The billing for our services will be directed to Mr. Brian Hutsell, P.E. of Crawford, Murphy & Tilly, Inc.

This proposal was prepared for the exclusive use of the client for the specific site and project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the client's proposal request. If you have any questions or comments, please give us a call.

Sincerely,

Allstate Consultants, LLC



William A. Barrow, P. E., R. G.
Geotechnical Manager

WAB\15000.23GP
Enclosures

COST ESTIMATE FOR GEOTECHNICAL SERVICES

12/3/2015

**LEE C. FINE MEMORIAL AIRPORT
RECONSTRUCT PARALLEL TAXIWAY A AND CONNECTING TAXIWAY B
STATE PROJECT NO. TBD
CMT JOB NO. TBD**

**SUBSURFACE EXPLORATION, LABORATORY TESTING, GEOTECHNICAL ANALYSIS, RECOMMENDATIONS
AND REPORT FOR RECONSTRUCTION OF PARALLEL TAXIWAY A AND CONNECTING TAXIWAY B**

FIELD EXPLORATION - PAVEMENT CORES AND SOIL BORINGS - DBE TSI ENGINEERING

PERFORM 17 PAVEMENT CORES AT APPROXIMATE LOCATIONS SHOWN IN RFP DATED NOVEMBER 19, 2015. MEASURE ASPHALT & CONCRETE CORE THICKNESS. DRILL AGGREGATE BASE COURSE AND MEASURE THICKNESS. EXTEND 10 OF THE PAVEMENT BORINGS AND 4 BORINGS IN TURF AREAS TO A DEPTH OF 7.5 FEET OR AUGER REFUSAL WHICHEVER IS SHALLOWER. SAMPLE SOIL BORINGS WITH THIN -WALLED TUBES AND SPLIT BARREL SAMPLERS. BACKFILL BORINGS WITH SOIL OR AGGREGATE AND PATCH PAVEMENT CORE HOLES AS REQUESTED.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
RUBBER Tired ATV DRILL MOB	MILE	370	\$4.75	\$1,757.50
SUPPORT TRUCK MOBILIZATION	MILE	370	\$0.57	\$210.90
COORDINATE UTILITY LOCATE	HOURLY	1.5	\$85.00	\$127.50
ASPHALT & CONCRETE CORING	INCH	150	\$9.50	\$1,425.00
SOIL DRILLING (0 - 7.5 FT)	FT	105	\$11.00	\$1,155.00
SOIL SAMPLES-THIN WALL TUBE	EA.	10	\$28.00	\$280.00
SOIL SAMPLES-SPLIT BARREL	EA.	44	\$18.00	\$792.00
BACKFILL & PATCH BORINGS	EA.	17	\$45.00	\$765.00
PATCHING MATERIALS	COST	1	\$250.00	\$250.00
PER DIEM FOR DRILL CREW	PER DAY	2	\$240.00	\$480.00
FIELD EXPLORATION - PAVEMENT CORES & SOIL BORINGS - DBE TSI SUBTOTAL				\$7,242.90

FIELD EXPLORATION - PAVEMENT CORES AND SOIL BORINGS - ALLSTATE CONSULTANTS

MARK BORING LOCATIONS AND COORDINATE WITH AIRPORT ON LOCAL UTILITIES. SUPERVISE PAVEMENT CORING, SOIL DRILLING & SAMPLING, BACKFILLING AND PATCHING AND CLEANUP. LOG BORINGS IN FIELD AS DRILLING & SAMPLING PROGRESSES. COORDINATE WITH DBE SUBCONSULTANT.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
PLANNING & SUPERVISION	HOURLY	12	\$130.00	\$1,560.00
TRAVEL & MARK BORINGS	HOURLY	6	\$130.00	\$780.00
TRAVEL & FIELD ENGINEERING	HOURLY	33	\$130.00	\$4,290.00
FIELD EXPLORATION - PAVEMENT CORES & SOIL BORINGS - ALLSTATE SUBTOTAL				\$6,630.00

FIELD EXPLORATION - TEST PIT SAMPLES - ALLSTATE CONSULTANTS

AFTER SOIL BORINGS ARE COMPLETED, ALLSTATE WILL SELECT 2 TEST PIT LOCATIONS TO OBTAIN REPRESENTATIVE SOIL SAMPLES. CITY TO FURNISH BACKHOE & OPERATOR FOR TEST PITS. OBSERVE TEST PIT EXCAVATION AND OBTAIN REPRESENTATIVE SOIL SAMPLES. IF SOILS ARE STONY CLAYS, OBTAIN AT LEAST 5 @ 5 GALLON BUCKET SAMPLES OF REPRESENTATIVE SOIL FROM EACH TEST PIT FOR LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS. TEST PIT SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TRAVEL & FIELD ENGINEERING	HOURLY	6	\$130.00	\$780.00
FIELD EXPLORATION - TEST PIT SAMPLES - ALLSTATE SUBTOTAL				\$780.00

FIELD EXPLORATION - TEST PIT SAMPLES - DBE TSI ENGINEERING

TRAVEL TO SITE. OBSERVE TEST PITS. DELIVER TEST PIT SAMPLES TO LAB IN ST. LOUIS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TRAVEL & FIELD SERVICES	HOURLY	9	\$85.00	\$765.00
FIELD EXPLORATION - TEST PIT SAMPLES - DBE TSI SUBTOTAL				\$765.00

COST ESTIMATE FOR GEOTECHNICAL SERVICES

(CONTINUED)

LEE C. FINE MEMORIAL AIRPORT
 RECONSTRUCT PARALLEL TAXIWAY A AND CONNECTING TAXIWAY B
 STATE PROJECT NO. TBD
 CMT JOB NO. TBD

LABORATORY TESTING - TEST PIT SAMPLES - DBE TSI ENGINEERING

PERFORM LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS ON TEST PIT SAMPLES.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
BULK SAMPLE PREPARATION	EACH	2	\$75.00	\$150.00
PARTICLE SIZE ANALYSIS	EACH	2	\$135.00	\$270.00
ATTERBERG LIMITS (TEST PITS)	EACH	2	\$70.00	\$140.00
STANDARD PROCTOR	EACH	2	\$180.00	\$360.00
CALIFORNIA BEARING RATIO	EACH	2	\$380.00	\$760.00
LABORATORY TESTING - DBE TSI SUBTOTAL				\$1,680.00

LABORATORY TESTING - SOIL BORING SAMPLES - ALLSTATE CONSULTANTS

PERFORM MOISTURE CONTENT, DENSITY, UNCONFINED COMPRESSION AND ATTERBERG LIMITS TESTS ON BORING SAMPLES.

MOISTURE CONTENT (BORINGS)	EACH	30	\$6.00	\$180.00
ATTERBERG LIMITS (BORINGS)	EACH	6	\$100.00	\$600.00
DRY UNIT WT. (BORINGS)	EACH	10	\$15.00	\$150.00
UNCONFINED COMP. (BORINGS)	EACH	10	\$35.00	\$350.00
LABORATORY TESTING - ALLSTATE CONSULTANTS SUBTOTAL				\$1,280.00

DEVELOP LAB REPORTS AND BORING LOGS - ALLSTATE CONSULTANTS

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	15	\$130	\$1,950
BORING LOGS - ALLSTATE CONSULTANTS SUBTOTAL				\$1,950

GEOTECHNICAL ENGINEERING AND REPORT - ALLSTATE CONSULTANTS

REVIEW TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. PERFORM GEOTECHNICAL ANALYSIS. DEVELOP GEOTECHNICAL ENGINEERING RECOMMENDATIONS FOR TAXIWAY SUBGRADE DESIGN. PREPARE GEOTECHNICAL ENGINEERING REPORT BY REGISTERED PROFESSIONAL ENGINEER. COORDINATE WITH DBE - TSI ENGINEERING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	30	\$130	\$3,900
GEOTECHNICAL ENGINEERING/REPORT - ALLSTATE CONSULTANTS SUBTOTAL				\$3,900

TOTAL ESTIMATED AND NOT TO EXCEED FEE FOR GEOTECHNICAL SERVICES **\$24,227.90****TOTAL PORTION OF FEE FOR DBE - TSI ENGINEERING SERVICES** **40.0%** **\$9,687.90**



Rate Schedule

Revised: May 22, 2015

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$140.00
ENGINEER III	\$130.00
ENGINEER II.....	\$120.00
ENGINEER I.....	\$110.00
WATER QUALITY SCIENTIST III	\$135.00
WATER QUALITY SCIENTIST II	\$100.00
WATER QUALITY SCIENTIST I	\$60.00
INVESTIGATIVE ENGINEER III.....	\$210.00
INVESTIGATIVE ENGINEER II	\$185.00
INVESTIGATIVE ENGINEER I.....	\$160.00
TECHNICIAN VI/SURVEYOR III.....	\$115.00
TECHNICIAN V/SURVEYOR II.....	\$105.00
TECHNICIAN IV/SURVEYOR I.....	\$90.00
TECHNICIAN III.....	\$80.00
TECHNICIAN II.....	\$60.00
TECHNICIAN I	\$45.00
CREW (1 MAN).....	\$120.00
CREW (2 MEN).....	\$140.00
CREW (3 MEN).....	\$150.00
INVESTIGATOR IV.....	\$120.00
INVESTIGATOR III.....	\$110.00
INVESTIGATOR II	\$85.00
INVESTIGATOR I.....	\$70.00
EXPERT TESTIMONY II	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$120.00/day
TRAFFIC COUNTERS (PER UNIT)	\$45.00/day
ATV (PER UNIT).....	\$120.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
 Columbia, Missouri 65201
 Phone 573/875-8799
 Fax 573/875-8850
www.allstateconsultants.net

30601 Highway 5
 Marcelline, Missouri 64658
 Phone 660/376-2941
 Fax 660/376-3492
allstate@allstateconsultants.net

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle.....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew).....	Actual Cost
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any).....	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content.....	\$6.00/test
Dry Unit Weight.....	\$15.00/test
Unconfined Compressive Strength.....	\$35.00/test
With Stress vs. Strain Curve.....	\$60.00/test
Calibrated Penetrometer Test	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit).....	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots.....	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test	\$250.00/test
Laboratory CBR Test (Per Specimen).....	\$250.00/test
Concrete Compressive Strength Tests.....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone 573/875-8799
Fax 573/875-8850
www.allstateconsultants.net

30601 Highway 5
Marcelline, Missouri 64658
Phone 660/376-2941
Fax 660/376-3492
allstate@allstateconsultants.net



■ 1340 N. Price Rd.
 ■ St. Louis, MO 63132
 ■ 314-373-4000 314-227-6622 Fax

COST ESTIMATE FOR GEOTECHNICAL SERVICES
LEE C. FINE MEMORIAL AIRPORT
RECONSTRUCT PARALELL TAXIWAY A AND CONNECTING TAXIWAY B
STATE PROJECT NO. TBD
CMD JOB NO. TBD

PORTIONS OF PROJECT TO BE PERFORMED BY DBE-TSI

FIELD EXPLORATION - PAVEMENT CORES AND SOIL BORINGS

PERFORM 17 PAVEMENT CORES AT APPROXIMATE LOCATIONS SHOWN IN RFP DATED NOVEMBER 19, 2015. MEASURE ASPHALT & CONCRETE CORE THICKNESS. DRILL AGGREGATE BASE COURSE AND MEASURE THICKNESS. EXTEND 10 OF THE PAVEMENT BORINGS AND 4 BORINGS IN TURF AREAS TO A DEPTH OF 7.5 FEET OR AUGER REFUSAL WHICHEVER IS SHALLOWER. SAMPLE SOIL BORINGS WITH THIN-WALLED TUBES AND SPLIT BARREL SAMPLERS. BACKFILL BORINGS WITH SOIL OR AGGREGATE AND PATCH PAVEMENT CORE HOLES AS REQUESTED. BORING LOCATIONS MARKED & BORINGS LOGGED BY ALLSTATE ENGINEER. CLEAN UP AS REQUESTED. RUNWAY TO BE SHUT DOWN DURING CORING, DRILLING, AND SAMPLING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
RUBBER Tired ATV DRILL MOB.	MILE	370	\$ 4.75	\$ 1,757.50
SUPPORT TRUCK MOBILIZATION	MILE	370	\$ 0.57	\$ 210.90
TRAVEL & MARK BORINGS	HOURLY			
COORDINATE UTILITY LOCATE	HOURLY	1.5	\$ 85.00	\$ 127.50
ASPHALT & CONCRETE CORING	INCH	150	\$ 9.50	\$ 1,425.00
SOIL DRILLING (0 - 7.5 FT)	FT	105	\$ 11.00	\$ 1,155.00
SOIL SAMPLES- THIN WALL TUBE	EA.	10	\$ 28.00	\$ 280.00
SOIL SAMPLES-SPLIT BARREL	EA.	44	\$ 18.00	\$ 792.00
BACKFILL & PATCH BORINGS	EA.	17	\$ 45.00	\$ 765.00
PATCHING MATERIALS	COST	1	\$ 250.00	\$ 250.00
PER DIEM FOR DRILL CREW	PER DAY	2	\$ 240.00	\$ 480.00
TRAVEL & FIELD ENGINEERING	HOURLY			
PLANNING & SUPERVISION	HOURLY			

FIELD EXPLORATION - PAVEMENT CORES & SOIL BORINGS SUBTOTAL \$ 7,242.90

FIELD EXPLORATION - TEST PIT SAMPLES

AFTER SOIL BORINGS ARE COMPLETED, ALLSTATE WILL SELECT 2 TEST PIT LOCATIONS TO OBTAIN REPRESENTATIVE SOIL SAMPLES. CITY TO FURNISH BACKHOE & OPERATOR FOR TEST PITS. OBSERVE TEST PIT EXCAVATION AND OBTAIN REPRESENTATIVE SOIL SAMPLES. IF SOILS ARE STONY CLAYS, OBTAIN AT LEAST 5 @ 5 GALLON BUCKET SAMPLES OF REPRESENTATIVE SOIL FROM EACH TEST PIT FOR LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR AND

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TRAVEL & FIELD ENGINEERING	HOURLY			
TRAVEL & SAMPLE PICKUP	HOURLY	9	\$ 85.00	\$ 765.00
FIELD EXPLORATION - TEST PIT SAMPLES SUBTOTAL				\$ 765.00

LABORATORY TESTING - TEST PIT & SOIL BORING SAMPLES

PERFORM LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS ON TEST PIT SAMPLES.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
BULK SAMPLE PREPARATION	EACH	2	\$ 75.00	\$ 150.00
PARTICLE SIZE ANALYSIS	EACH	2	\$ 135.00	\$ 270.00
ATTERBERG LIMITS (TEST PITS)	EACH	2	\$ 70.00	\$ 140.00
STANDARD PROCTOR	EACH	2	\$ 180.00	\$ 360.00
CALIFORNIA BEARING RATIO	EACH	2	\$ 380.00	\$ 760.00
LABORATORY TESTING SUBTOTAL				\$ 1,680.00

EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

- | | | |
|----|---|--|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| | 1. Submittal of Preliminary Design Report | (60) calendar days after receipt of NTP |
| | 2. Plans & Specifications | |
| | a. Submittal of 100% Plans and Contract Documents/Specifications for review | (60) calendar days after receipt of comments on the design report |
| | b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | (30) calendar days after receipt of review comments |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|-----------------------|-------------|
| 1. | Construction Services | As Required |
|----|-----------------------|-------------|

Submission Date: December 9, 2015
Submitted By: Todd Davis, Police Chief
Board Meeting Date: December 17, 2015.

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

Description of Item:

Bill 15.103 – Authorization for the Mayor to sign a Communications Dispatch Agreement with the Lake Ozark Fire Protection District

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

Citizens and visitors of Lake Ozark and others within the Lake Ozark Fire Protection District

Why is Board Action Required?

Board approval needed to enter into an agreement.

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

Requesting first and second readings of Bill 15.103.

Are there any deadlines associated with this action?

Yes. Current agreement expires 12-31-2015.

Budget Line / Source of Funds

Not applicable

Comments and Recommendation of Department:

The Osage Beach Communications Center provides dispatch services for the Lake Ozark Fire Protection District. This renewal period is on a month to month basis for the 2016 calendar year and includes a 3% increase in the base fee, raising it to \$20,078.00 yearly or \$1,673.00 monthly.

City Administrator Comments and Recommendation:

Lake Ozark Fire Protection District gave us written notice on November 20, 2015, that they would not be renewing the annual contract, current one ends December 31, 2015, with us for dispatch services due to the fact they are switching to Miller County Dispatch effective January 1, 2016.

Since that notice, it has become apparent to LOFPD the switch will need to be later than expected due to various reasons. To maintain effective dispatch services, we are offering LOFPD a month to month contract, specifically for these circumstances, beginning January 1, 2016, to allow them time to manage the transition.

Concur with the Police Chief's recommendation.

BILL NO. 15-103

ORDINANCE NO.15.103

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

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

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

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

Section 3. That this Ordinance shall be in full force and effect on January 1, 2016.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 15.103 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.103.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

EXHIBIT A

COMMUNICATION SYSTEM AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2015, by and between the City of Osage Beach, Missouri, a Municipal Corporation, hereinafter referred to as "City" and the Lake Ozark Fire Protection District, hereinafter referred to as "District" and collectively hereinafter referred to as the "Parties".

WITNESSETH:

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

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

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

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

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

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

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

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

4. POINT OF ENTRY DIRECT LINE The City shall, under normal circumstances, provide all necessary District communications to the point of entry via Microwave which shall be connected to the City's transmitting equipment. The City shall take no responsibility for maintenance or repair of equipment beyond the point of entry to the leased line of the District. In the event of an emergency (equipment breakdown, power failure, damage to equipment, etc.), the Parties

herein agree to make available to each other any necessary equipment in their possession to maintain communications for both Parties.

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

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

- a. A monthly payment of One Thousand Six Hundred Seventy Three Dollars (\$1,673.00) based on an annual base compensation of Twenty Thousand Seventy Eight Dollars (\$20,078.00) is due and payable the first day of each month to the City for that month's base compensation.
- b. An additional sum of Ten Dollars (\$10.00) per call for service provided to the District shall be billed monthly by the City by the 10th of the following month for which the services were rendered, shall be due and payable no later than the 20th of the billing month. For purposes of this Agreement, a call for service shall mean and include the receipt of emergency calls within the geographical boundaries of the district, mutual aid requests outside of district and the transmittal of information regarding those emergencies to district personnel.
- c. The annual base compensation amount of Twenty Thousand Seventy Eight (\$20,078.00) shall be reviewed annually and will be adjusted based upon the cost of providing the services to the District. Provided however, said adjustment shall not exceed a five

percent (5%) increase or decrease. The Ten Dollars (\$10.00) per call amount shall be constant throughout the term of this Agreement.

- d. The City assumes all responsibility and expense for the providing of necessary equipment, equipment replacement, equipment upgrades, utility costs and other incidental expenses, not covered elsewhere in this agreement and deemed necessary in the sole judgment of the City for proper operation of the Communication System.

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

8. TERMINATION Either Party may terminate this agreement by delivering to the other party a written notice no less than Forty-Eight (48) hours.

9. TERM This agreement shall be in full force and effect upon its execution by the authorized representatives of the parties and shall expire on December 31, 2016, unless canceled by either party under the provisions of paragraph 8 of this Agreement. It is acknowledged and understood that the compensation to be paid by District to City may be adjusted annually as set forth in paragraph 6 of this Agreement.

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

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

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

City of Osage Beach

Attest:

By: _____
Mayor

City Clerk

Approved as to form

City Attorney

Lake Ozark Fire Protection District

Attest:

By: _____

Secretary

Submission Date: December 8 2014
Submitted By: Public Works Director
Board Meeting Date: December 17, 2014

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

Description of Item:

Motion to approve purchase of 35- S20/2W 2.0 hp grinder pumps, 5- S26/2W 3.4 hp grinder pumps, and 20- PE45/2 6.7 hp grinder pumps from Municipal Equipment Company.

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

Citizens of Osage Beach, City Staff, Material Suppliers

Why is Board Action Required?

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

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

A motion to award bid to Municipal Equipment Company for \$128,925.

Are there any deadlines associated with this action?

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

Budget Line / Source of Funds

35-00-743300 – Repair of System

Comments and Recommendation of Department:

Bids were opened on December 8, 2014 for the 2016 grinder pump purchase. This was bid earlier than normal to insure that we receive the pumps sooner. There was one bidder. Municipal Equipment Company was the low bidder in the amount of \$128,925.00.

The Public Works Department recommends awarding the bid to Municipal Equipment Company in the amount of \$128,925.00. This is a FY2016 budgeted purchase. The pumps will be delivered and invoiced in FY2016.

City Administrator Comments and Recommendation:

Concur with the Public Works Director's recommendation.

City of Osage Beach
 IFB BID FORM
 2016 Grinder Pump Bid

Diann Warner
 City Clerk
 City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065

SUBMITTED BY: Municipal Equipment Co., INC
 Company Name
 DATE SUBMITTED: December 4, 2015

Specifications, including warranty details – (attach additional sheets, brochure, and/or pictures (optional) for additional clarification):

Item	Quantity	Unit Price	Total
ABS S20/2W Grinder Pump	35	\$ 1,249.07	\$43,542.45
ABS S26/2W Grinder Pump	5	\$ 2,133.79	\$10,668.95
ABS PE45/2 Grinder Pump	20	\$ 3,735.68	\$74,713.60
Total			\$128,925.00

Description of bidder's recent experience in providing the materials and services detailed in this IFB, references and/or any additional information relative in the ability to supply and/or perform stated materials and/or services – (attach additional sheet(s) if necessary):

City of Osage Beach
Metropolitan St Louis Sewer District

Pursuant to and in accordance with the above stated IFB, the undersigned hereby declares that they have examined the IFB documents and specifications for the 2016 Grinder Pump IFB. The undersigned proposes and agrees, if their bid is accepted, to furnish the materials and services described in the IFB documents.

Company Municipal Equipment CO., Inc By 

Address 2735 Mercantile Drive
St Louis, MO 63144

(Authorized Representative)
Robert A Lyerla, President
 (Print or type name and title)

Phone 314-290-2971

Email ralyerla@munequip.com

FAX 314-290-2980

Date December 4, 2015

Submission Date: December 8, 2015

Submitted By: City Treasurer

Board Meeting Date: December 17, 2015

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

Description of Item:

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

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

Internal Accounting transaction.

Why is Board Action Required?

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

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

Motion to reduce Ambulance Fund receivables by \$65,401.62 and the Water & Sewer Fund receivables by \$1,511.47, sewer system damage by \$449.79, Grand Glaize Airport by \$0, Lee C. Fine Airport by \$0.

Are there any deadlines associated with this action?

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

Comments and Recommendation of Department Head:

Although some accounts will be written off the City's books, we will continue to pursue collections through liens and collection services with the exception of bankruptcies. During the year, All-Cal Collection Services Inc. has collected \$8,313.07 from Ambulance accounts.

History of Ambulance Write-offs, last five years:

2014	\$ 62,178
2013	\$ 75,816
2012	\$ 58,234
2011	\$ 58,521
2010	\$ 82,562

Recommend approval of the requested write-offs.

City Administrator Comments and Recommendation:

Concur with the City Treasurer's recommendation.

UTILITY BILLING
2015 WRITE-OFFS

LOCATION	ACCOUNT	WATER	SEWER	WRITE-OFF	EXPLANATION
Residential-Inside City	01-4240-00	\$ 12.24	\$ 10.58	\$ 22.82	Voluntarily Disconnected
Residential-Inside City	04-1540-00	\$ 11.51	\$ 10.09	\$ 21.60	Property Sold
Residential-Inside City	04-7290-00	\$ 65.49	\$ 56.69	\$ 122.18	Foreclosure
Residential-Inside City	04-7910-00	\$ 3.63	\$ 3.42	\$ 7.05	Property Sold
Residential-Inside City	05-1820-02	\$ 84.57	\$ -	\$ 84.57	Disconnected, Lien
Residential-Inside City	07-1850-00	\$ -	\$ 127.99	\$ 127.99	Disconnected, Deceased
Commercial-Inside City	03-3120-01	\$ 29.81	\$ 26.03	\$ 55.84	Bankruptcy
Commercial-Inside City	03-3190-00	\$ 95.39	\$ 76.59	\$ 171.98	Foreclosure, Disconnected
Commercial-Inside City	04-7180-02	\$ 210.32	\$ 293.09	\$ 503.41	Foreclosure
Commercial-Inside City	04-7190-02	\$ 173.06	\$ 220.97	\$ 394.03	Foreclosure
		\$ 686.02	\$ 825.45	\$ 1,511.47	

WRITE-OFFS 2015

INCIDENT	AMOUNT	CITY ACTION
140498	500.00	COLLECTIONS
140606	187.50	COLLECTIONS
140709	662.50	COLLECTIONS
140708	632.50	COLLECTIONS
140600	132.50	COLLECTIONS
140516	670.00	COLLECTIONS
140706	537.50	COLLECTIONS
140498	500.00	COLLECTIONS
140586	677.50	COLLECTIONS
140603	522.50	COLLECTIONS
140756	677.50	COLLECTIONS
140457	625.00	COLLECTIONS
140688	685.00	COLLECTIONS
140520	545.00	COLLECTIONS
140707	640.00	COLLECTIONS
140701	560.00	COLLECTIONS
140374	129.50	COLLECTIONS
140501	126.50	COLLECTIONS
140685	552.50	COLLECTIONS
140722	552.20	COLLECTIONS
140610	507.50	COLLECTIONS
140694	715.00	COLLECTIONS
140766	662.50	COLLECTIONS
140122	480.00	COLLECTIONS
110561	552.50	COLLECTIONS
140719	552.50	COLLECTIONS
140510	730.00	COLLECTIONS
140740	632.50	COLLECTIONS
120686	560.00	COLLECTIONS
140488	647.50	COLLECTIONS
130377	632.50	COLLECTIONS
140636	647.50	COLLECTIONS
140578	647.50	COLLECTIONS
140559	685.00	COLLECTIONS
120757	677.50	COLLECTIONS
140394	632.50	COLLECTIONS
120608	237.13	COLLECTIONS
140118	662.50	COLLECTIONS
140170	670.00	COLLECTIONS
150173	487.80	COLLECTIONS
140700	86.84	COLLECTIONS
140750	79.48	COLLECTIONS
140752	86.39	COLLECTIONS
140764	74.01	COLLECTIONS
140772	74.61	COLLECTIONS
140739	86.84	COLLECTIONS
140794	670.00	COLLECTIONS
150167	625.00	COLLECTIONS
150049	670.00	COLLECTIONS
140514	670.00	COLLECTIONS
150084	537.50	COLLECTIONS
150228	662.50	COLLECTIONS
150008	507.50	COLLECTIONS
140819	537.50	COLLECTIONS
140532	552.50	COLLECTIONS

140815	500.00	COLLECTIONS
140822	647.50	COLLECTIONS
150046	625.00	COLLECTIONS
150107	515.00	COLLECTIONS
140160	625.00	COLLECTIONS
150052	670.00	COLLECTIONS
130596	545.00	COLLECTIONS
150136	640.00	COLLECTIONS
140901	560.00	COLLECTIONS
140903	85.94	COLLECTIONS
150003	77.52	COLLECTIONS
140781	640.00	COLLECTIONS
150125	545.00	COLLECTIONS
150006	507.50	COLLECTIONS
150066	625.00	COLLECTIONS
150160	545.00	COLLECTIONS
150240	655.00	COLLECTIONS
150022	677.50	COLLECTIONS
150112	545.00	COLLECTIONS
150160	670.00	COLLECTIONS
140759	670.00	COLLECTIONS
150040	632.50	COLLECTIONS
150142	113.69	COLLECTIONS
140718	625.00	COLLECTIONS
140770	640.00	COLLECTIONS
150044	507.50	COLLECTIONS
140782	250.00	COLLECTIONS
150232	692.50	COLLECTIONS
150287	647.50	COLLECTIONS
150386	632.50	COLLECTIONS
150256	700.00	COLLECTIONS
150391	655.00	COLLECTIONS
140747	662.50	COLLECTIONS
150247	632.50	COLLECTIONS
150339	662.50	COLLECTIONS
150338	670.00	COLLECTIONS
150026	685.00	COLLECTIONS
150140	632.50	COLLECTIONS
150283	655.00	COLLECTIONS
150306	552.50	COLLECTIONS
150377	632.50	COLLECTIONS
150278	632.50	COLLECTIONS
150282	567.50	COLLECTIONS
150290	670.00	COLLECTIONS
150227	545.00	COLLECTIONS
150259	670.00	COLLECTIONS
150330	677.50	COLLECTIONS
150248	662.50	COLLECTIONS
150335	655.00	COLLECTIONS
140575	647.50	COLLECTIONS
140773	552.50	COLLECTIONS
150195	194.25	COLLECTIONS
150369	627.50	COLLECTIONS
140656	647.50	COLLECTIONS
150316	545.00	COLLECTIONS
150145	625.00	COLLECTIONS
140454	72.96	WRITE-OFF/BAD DEPT
130811	84.86	WRITE-OFF/BAD DEPT

140556	79.64	WRITE-OFF/BAD DEPT
140502	80.24	WRITE-OFF/BAD DEPT
140710	99.38	WRITE-OFF/BAD DEPT
140033	76.94	WRITE-OFF/BAD DEPT
130697	72.52	WRITE-OFF/BAD DEPT
140220	76.94	WRITE-OFF/BAD DEPT
130659	61.26	WRITE-OFF/BAD DEPT
130166	83.14	WRITE-OFF/BAD DEPT
130289	50.00	WRITE-OFF/BAD DEPT
130793	64.31	WRITE-OFF/BAD DEPT
140321	85.64	WRITE-OFF/BAD DEPT
140690	65.46	WRITE-OFF/BAD DEPT
140590	86.39	WRITE-OFF/BAD DEPT
140511	87.44	WRITE-OFF/BAD DEPT
140460	102.52	WRITE-OFF/BAD DEPT
140427	225.00	WRITE-OFF/BAD DEPT
130304	457.50	WRITE-OFF/BAD DEPT
140529	79.19	WRITE-OFF/BAD DEPT
140530	79.34	WRITE-OFF/BAD DEPT
140398	79.19	WRITE-OFF/BAD DEPT
130796	160.00	WRITE-OFF/BAD DEPT
140522	82.64	WRITE-OFF/BAD DEPT
140451	80.69	WRITE-OFF/BAD DEPT
140435	76.79	WRITE-OFF/BAD DEPT
130185	76.77	WRITE-OFF/BAD DEPT
140736	250.00	WRITE-OFF/BAD DEPT
140167	147.57	WRITE-OFF/BAD DEPT
140226	15.96	WRITE-OFF/BAD DEPT
130253	61.09	WRITE-OFF/BAD DEPT
150054	71.58	WRITE-OFF/BAD DEPT
140871	85.34	WRITE-OFF/BAD DEPT
140840	83.39	WRITE-OFF/BAD DEPT
140876	76.79	WRITE-OFF/BAD DEPT
140787	86.99	WRITE-OFF/BAD DEPT
150064	79.92	WRITE-OFF/BAD DEPT
140847	86.69	WRITE-OFF/BAD DEPT
140471	78.14	WRITE-OFF/BAD DEPT
150031	85.02	WRITE-OFF/BAD DEPT
140810	85.04	WRITE-OFF/BAD DEPT
140573	87.29	WRITE-OFF/BAD DEPT
150272	85.00	WRITE-OFF/BAD DEPT
120077	55.89	WRITE-OFF/BAD DEPT
140649	86.84	WRITE-OFF/BAD DEPT
140764	74.01	WRITE-OFF/BAD DEPT
140772	74.61	WRITE-OFF/BAD DEPT
150275	88.02	WRITE-OFF/BAD DEPT
150324	88.02	WRITE-OFF/BAD DEPT
130289	80.00	WRITE-OFF/BAD DEPT
150327	83.67	WRITE-OFF/BAD DEPT
150296	83.97	WRITE-OFF/BAD DEPT
150337	66.33	WRITE-OFF/BAD DEPT

65,401.62