



**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
March 17, 2016 – 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 03/03/16 (Page 01)
- Bills List (Page 11)
- Liquor License (Page 30)

UNFINISHED BUSINESS

- A. Bill No. 16-25. Zoning Map Amendment. Rezoning Case No. 386. Second Reading (Page 31)

NEW BUSINESS

- A. Bill No. 16-26. Authorize Mayor to Execute Contract for Hatchery Road Overlay 2016 with APAC-Missouri. First and Second Readings (Page 32)
- B. Bill No. 16-27. Authorize Mayor to Execute State Block Grant Agreement with Missouri Highways and Transportation Commission for Lee C. Fine Taxiway Reconstruction. First and Second Readings (Page 41)
- C. Bill No. 16-28. Authorize Mayor to Execute Contract with Crawford, Murphy & Tilly for Professional Services for Reconstructing Southwest Apron at Lee C. Fine Airport. First and Second Readings (Page 70)
- D. Bill No. 16-29. 2016 Budget Amendment for Reconstruction of Southwest Apron. First and Second Readings (Page 117)
- E. Bill No. 16-30. 2016 Budget Amendment for Parallel Taxiway Reconstruction at Lee C. Fine Airport. First and Second Readings (Page 120)
- F. Bid Award. Street Banners and Brackets for Osage Beach Parkway (Page 123)

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.

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

March 3, 2016

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, March 3, 2016 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 thanked staff for their involvement in the community. Recently, Building Official Ron White and Police Chief Todd Davis participated in local events. Mr. White is sitting on the committee focusing on the safety issues on multifamily buildings in the area. Monday night at School of the Osage the Osage Beach Fire Protection District Committee held a public meeting to discuss their findings and receive public input.

Chief Davis is involved in the Polar Bear Plunge held annually in Osage Beach. He again participated in the Super Plunge. The group made the front page and the chief is wearing a party hat.

Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the regular meeting held on February 18, 2016, the bills list as submitted and a liquor license for Tirebiters Peanut Pub. Alderman Marose seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Public Hearing. Rezoning Case No. 386. Lake Investment Holding, LLC

City Planner Cary Patterson presented the following report:

Planning Department comments and recommendation:

Applicant: Lake Investment Holding, LLC

Location: Approximately 4500 feet off of Highway 54 on the south side of Bluff Drive

Petition: Rezoning 10.97 acres from R-2 (Two Family) to R-3 (Multi Family and 15.33 acres from R-2 (Two Family) to A-1 (Agriculture)

Existing Use: Vacant property

Existing Zoning: R-2 (Two Family)

Tract Size: 26.3 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	A-1 Agriculture	Vacant Property
<u>South:</u>	LU Lake Use	Lake of the Ozarks
<u>East:</u>	I-2 Heavy Industry	Vacant/ Concrete Plant
<u>West:</u>	R-3/ R-1a	Vacant/ Single Family

The Osage Beach Comprehensive Plan Designates this area as appropriate for: Moderate Density Residential

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
Nadimi A-1 to R-2	304	2005

Utilities

<u>Water:</u> City	<u>Gas:</u> Summit
<u>Electricity:</u> Union Electric	<u>Sewer:</u> City

Access: Property derives access via frontage on Bluff Drive.

Analysis:

1. The applicants are the owners of the 26.3 acre parcel of land for which the request for rezoning is being made. The entire parcel is zoned R-2 (Two Family). The property is currently under contract to sale. The property conveyance is dependent upon the decision on this case.
2. The character of the area is mixed with a considerable amount of commercial/ industrial property between the subject property and Highway 54, and a residential area containing single family residences, condos, and an apartment complex between the subject property and the lake.
3. The prospective owner of the subject property plans to build an MHDC senior housing apartment complex on the property if given the necessary approval by the appropriate state agency. The property in question is a transition and buffer area

between the commercial/ industrial development and the lower density residential development that exists on Bluff Drive.

4. The minimum lot size in an R-3 zone is 7500 sq. ft. with a maximum density of one family per 2500 sq. ft. This would allow a maximum of 191 apartment units on the property as requested as opposed to the 352 total units that would be allowed on the 26.3 acres as it is currently zoned.

Department Comments and Recommendations:

The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. If the applicant develops the maximum 191 units on the subject property that would be allowed for the 10.97 acres being requested for rezoning to R-3, it would equate to just over 7 units per acre for the entire 26.3 acres that comprises this parcel of land. Obviously, this not only conforms to what is recommended by the Comprehensive Plan, but it is on the low side of the density recommendation. It is worth noting that the type of housing being requested with this proposal is the single biggest need, not only our community, but for the Tri County Lake Region as a whole. The development of this type of housing not only provides facilities from which the community's many businesses can draw their needed work force, but will also provide new additional full time residents in their consumer draw area.

Under the Section 405.610 of the City Code of Ordinances for Amendments and Changes, bullet point 6 gives five matters that the city should consider before making a change in the zoning of property.

1. Relatedness of the proposed amendment to the goals and outlines of the long range physical plan for the City:

The amended request is in conformance with the density recommendations of the Comprehensive Plan.

The Comprehensive Plan also encourages the City to provide additional work force housing when the opportunity arises to locate it on property where it is compatible.

2. Existing uses of property within the general area of the property in question:

The area surrounding the subject property contains mixed uses including single-family residential, apartments, heavy industrial uses, fire station, storage facilities, and condominium development.

The amended request basically provides a use that conforms to the mix of multi and single family and provides some buffer for some of the residential uses from existing industrial and commercial tracts.

3. The zoning classification of property within the general area of the property in question:

The subject property is surrounded on both sides by more intensive zoning districts, and the property itself is a buffer between those existing uses of high intensity and the residential uses further into the corridor.

4. The suitability of the property in question to the uses permitted under the existing zoning classification:

The subject property has proven itself very difficult to develop because of topographic issues. Allowing a higher density facility on the more developable area will allow the property to achieve its best use and allow the property closer to the lake to be remedied of the runoff issues created by a previous owner and natural vegetation to grow.

5. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification:

There has been little new development in the subject area for some time. Commercial facilities toward Osage Beach Parkway and minor residential remodel and additions make up the most recent development.

According to the City Engineer, there is plenty of service capacity available to provide all required services to the subject property and Bluff Drive also has plenty of capacity to provide safe and efficient ingress and egress from the corridor if the subject units were to be built. All services for the development will be required to meet the regulations established by the City and all construction will be required to be built in conformance with the Building Code in effect at the time a permit is approved for development.

Based on the analysis of the conditions pertaining to the subject petition, the Planning Department recommends approval of the request to rezone this property from R-2 to separate zoning districts being R-3 and A-1. This property if the request is approved will be subject to the provisions for the approved zones as listed in the Osage Beach Municipal Code of Ordinances.

The Planning Commission recommended approval at their meeting on February 9, 2016.

No one was present to speak in favor of or in opposition to Rezoning Case No. 385. Mayor Lyons closed the public hearing at 6:38 p.m.

Bill No. 16-22. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING A PROCEDURE IN A NEW SECTION 110.300 FOR THE APPLICATION AND DISTRIBUTION OF FUNDS FROM THE COMMUNITY PROMOTIONS – COMMUNITY EVENT SUPPORT ACCOUNT BY ADOPTING AN APPLICATION FORM FOR USE OF THE FUNDS AND CREATING A PROCESS FOR THE BOARD OF ALDERMEN TO APPROPRIATE AND DISTRIBUTE THOSE FUNDS

Two versions of Bill No. 16-22 were developed for the Board to consider.

Alderman Rucker moved to adopt version A. Alderman Walker seconded the motion.

Alderman Rucker asked that Item E.b. be deleted from Bill 16-22 Version A because it is a question that should be asked on the application form and should not be included in the ordinance. He added that all information about the event should be known since public funds are being used.

Discussion followed on Bill 16-22 A and the relevance of some of the questions. Alderman Olivarri said the intent is to promote events and not charitable organizations. He added that some of the questions are unnecessary however enough information is needed to make a decision. Alderman Olivarri said it is the Board's decision to approve an application and to promote economic development however perhaps the process is too cumbersome.

Discussion followed on Bill 16-22 Version B. The difference in Version A and Version B are as follows:

C, D, E, and F are the four questions in Version B. Alderman Bethurem asked that a certificate of insurance to be on file prior to the event.

The motion to approve Bill No. 16-22 Version A as amended was voted on and failed with Alderman Schmitt and Alderman Rucker voting in the affirmative and Alderman Bethurem, Alderman Olivarri, Alderman Marose and Alderman Walker voting in the negative.

Mayor Lyons presented the first reading of Bill No. 16-22 B by title only. It was noted that Bill No. 16-22 B has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 16-22 B by title only, further that Bill No. 16-22 B be approved as Bill No. 16-22. Alderman Bethurem seconded the motion which was voted on and passed with Alderman Rucker voting in the negative.

Mayor Lyons presented the second and final reading of Bill No. 16-22B by title only. It was noted that Bill No. 16-22B has been available for public review. Alderman Bethurem moved to approve the second reading of Bill No. 16-22B as presented. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 16-22B and to pass same into ordinance: "Ayes": Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Olivarri, Alderman Marose. "Nays": Alderman Rucker. Bill No. 16-22B was passed and approved as Ordinance No. 16.22.

Alderman Olivarri suggested that an email address be included on the application. Alderman Rucker suggested a separate application be developed if an organization requests services to be provided by the City such as police services, signage or equipment.

Bill No. 16-23. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC. FOR CONSTRUCTION SERVICES AT THE GRAND GLAIZE AIRPORT

This agreement is to provide construction inspection services for the Grand Glaize Airport Tree Removal project. This CMT amendment adds the construction inspection services of \$16,985.48 to the original CMT agreement for a total cost of \$27,335.48. These costs will be covered by MoDOT aviation grant funds in the amount of 90%. The City will be responsible for 10%, \$2,733.55.

47-00-774128 – Airport Capital budget includes engineering, design, and construction costs for the entire tree removal project.

The Airports and Public Works Department recommended approval of this ordinance.

Mayor Lyons presented the first reading of Bill No. 16-23 by title only. It was noted that Bill No. 16-23 has been available for public review. Alderman Walker moved to approve the first reading of Bill No. 16-23. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 16-23 by title only. It was noted that Bill No. 16-23 has been available for public review. Alderman Bethurem moved to approve the second reading of Bill No. 16-23 presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 16-23 and to pass same into ordinance: “Ayes”: Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem. “Nays”: None. Bill No. 16-23 was passed and approved as Ordinance No. 16.23.

Bill No. 16-24. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO STATE BLOCK GRANT AGREEMENT, PROJECT NO. 15-045A-1 WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

The first grant agreement was passed September 3, 2015 (Bill 15-75) for the tree clearing project for Grand Glaize Airport, 47-00-774128, for engineering and design costs only. With the construction portion being awarded at the February 4, 2016 (Bill 16-14), we now have a total cost for the project as shown on the amendment.

This grant agreement provides the City reimbursements for the total cost of this tree clearing project at Grand Glaize Airport. Total cost for this project (construction and engineering) is \$180,333.48. FAA through MoDOT Aviation will be reimbursing the City 90% of the cost for this project, \$162,300. The City’s responsibility for this project is \$18,033 (10%).

The Airports and Public Works Department recommended approval.

Mayor Lyons presented the first reading of Bill No. 16-24 by title only. It was noted that Bill No. 16-24 has been available for public review. Alderman Walker moved to approve the first reading of Bill No. 16-24. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 16-24 by title only. It was noted that Bill No. 16-24 has been available for public review. Alderman Bethurem moved to approve the second reading of Bill No. 16-24 presented. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 16-24 and to pass same into ordinance: “Ayes”: Alderman Schmitt, Alderman Rucker, Alderman Olivarri, Alderman Marose, Alderman Bethurem, Alderman Walker. “Nays”: None. Bill No. 16-24 was passed and approved as Ordinance No. 16.24.

Bill No. 16-25. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI.

Alderman Rucker expressed concerns he has with the property in question located off Bluff Drive. He explained the property was excavated and cleared a few years ago and the project was not constructed which caused erosion and caused the cove to fill up with mud and silt. He added that property owners no longer have the depth in the cove they once had.

Alderman Rucker said the property had been in bankruptcy and the only thing this new developer is doing to address the problem is to stop further erosion. He added that property owners were told that the developer would address the damage to the cove and he thought the new developer should be responsible for those repairs.

City Planner Cary Patterson said the developers are doing everything they have been asked to do and that the current developer did not cause the lake front property damage.

City Administrator Jeana Woods said she has contacted Jeff Green at Ameren Missouri and she assured property owners she would do everything she can to expedite the dredging permit.

Alderman Rucker also expressed his concerns that the property will be maintained properly. City Planner Patterson explained that Chandler Bay and The Summit are similar properties and they have inspections every 60 days. He added that developments that receive state funding are more scrutinized and have strict maintenance requirements. City Planner Patterson said this development will have a walking trail and a club house.

Alderman Rucker said some people in Ward I do not believe they were adequately represented by members of the Planning Commission. City Planner Patterson responded that the Planning Commission's function is to make recommendations to the Board.

Mayor Lyons presented the first reading of Bill No. 16-25 by title only. It was noted that Bill No. 16-25 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 16-25. Alderman Walker seconded the motion which was voted on and passed with Alderman Rucker expressing a negative vote.

Bid Award. Deicing Salt.

This is a request to approve the purchase of salt for deicing of the road ways. The apparent low bidder is Cargill in the amount \$86.89/ton with a total of 500 ton bid resulting in a total bid amount of \$43,445. The 500 tons will replenish the salt used in 2015 and to date and will fill our storage bins.

Prior to 2014 we bid this in the summer; however, in 2014 this was bid twice as there were no bidders the first time. The second time the price was \$110/ton. We didn't bid salt in 2015 nor did we purchase salt in 2015 due to the fact that our supplies were sufficient. We felt that by bidding during winter to take delivery during this upcoming summer would provide a significant savings, which can be seen by the bids received.

Staff recommended the award be made to Cargill in the amount of \$43,445.

Alderman Bethurem moved to award the bid to the low bidder, Cargill, in the amount of \$43,445 as recommended. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Bid Award. Water Line Parts

This is for the purchase of water line parts for the Osage Beach City Park water line. The parts will be used to construct a water line to the City Park and discontinue the use of the well that is located there. After reviewing the bids, errors were found in all the bids but one. The bidder with no errors was Water and Sewer Supply.

Staff recommends the award be made to Water and Sewer Supply in the amount of \$22,198.24.

30-00-773277 City Park Const & Water budget additionally includes rock bedding and other items necessary to complete the work.

Alderman Olivarri moved to award the bid for water line parts to the low bidder, Water and Sewer Supply, in the amount of \$22,198.24. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Authorize Disposal of City's Surplus Property.

The items for sale have been deemed surplus and will be disposed of by various methods. Bryant Auction will auction some of the items on April 2 in the parking lot behind City Hall. Assistant City Administrator recommended approval.

Alderman Olivarri moved to authorize the disposal of the City's surplus property as recommended. Alderman Marose seconded the motion which was voted on and unanimously passed.

Bikefest Sponsorship Request.

Tim Jacobsen has submitted information about the request for \$2,000 for Bikefest Sponsorship. For \$2,000 the City's logo will be placed on numerous publications promoting the event to be held September 15-18, 2016.

Alderman Olivarri moved to approve the Bikefest Sponsorship request in the amount of \$2,000. Alderman Schmitt seconded the motion. Alderman Marose and Alderman Rucker abstained. The remaining Board members voted to approve the motion.

Communications from Members of the Board of Aldermen.

Alderman Schmitt. Ron Schmitt wished Mayor Lyons a happy birthday.

Alderman Marose. Phyllis Marose inquired about the digital signs. City Administrator Woods explained the Board voted to use the funds budgeted for the electronic billboards for economic

development. Alderman Walker said the Board discussed the option of hiring an economic development intern. City Administrator Woods said she is working on a report to present to the Board regarding economic development.

Alderman Marose reported there are some areas of the expressway that have been adopted by various groups to keep the trash picked up, however there is a great deal of trash on both sides of the highway which should be addressed with MoDOT.

Alderman Rucker. Kevin Rucker asked City Administrator Woods for a report on contracts that are open from 2005, 2008 and 2011. City Administrator Woods explained that Public Works Director Nick Edelman has been working on closing out the contracts.

Alderman Rucker commented that Planning Commission members information including in which ward they reside should be posted on the City's website. Mayor Lyons commented that she tries to make sure all wards are represented equally on the Planning Commission but sometimes it is difficult. She asked Board members to notify her if they know of someone who would like to serve.

Staff Communications.

City Administrator. Jeana Woods reported that she met with FEMA and Camden County was declared a disaster area as a result of the flooding in December and January. She added that FEMA will participate in assisting individuals; however the City had no flood damage.

City Administrator Woods reported that LOREDC has invited elected officials to attend a meeting on March 8 here at City Hall at 1:00 p.m. LOREDC is gathering data for the housing study. She reported that the City will have a booth at the Expo Products and Services Show which is the first weekend in April at the Lodge of Four Seasons.

Police Department. Todd Davis reported on the Polar Bear Plunge as follows:

13 Super Plungers
 377 Plungers
 94 participated in the 5K strut
 20 pee wee plungers

Total funds raised were \$50,000.

City Treasurer. Karri Bell reported that auditors from Williams Keepers will be at City Hall next week to perform the City's 2015 audit.

There being no further business to come before the Board, the meeting adjourned at 8:20 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on March 3, 2016.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
March 17, 2016**

Bills Paid Prior to Board Meeting	200,561.69
Payroll Paid Prior to Board Meeting	120,796.99
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prewitt's Pt	0.00
TIF Transfer Dierbergs	0.00
Bills Pending Board Approval	133,948.96
Total Expenses	<u>455,307.64</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	0.27-
			ADJUST PR DEDUCTIONS	50.00-
			Dental Insurance Premiums	557.48
			Dental Insurance Premiums	557.48
			Health Insurance Contribut	603.50
			Health Insurance Contribut	603.50
			Health Insurance Contribut	460.00
			Health Insurance Contribut	460.00
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	35.72
			Vision Insurance Contribut	35.72
			Vision Insurance Contribut	64.09
			Vision Insurance Contribut	64.09
		ST LOUIS COUNTY MUNICIPAL COURT	CASH APPEARANCE BOND	300.00
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
		MO DEPT OF REVENUE	State Withholding	3,647.00
		INTERNAL REVENUE SERVICE	Fed WH	11,437.87
			FICA	6,803.57
			Medicare	1,591.19
		LEGALSHIELD	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	186.42
			Retirement 457 &	344.15
			Retirement 457	775.00
			Loan Repayments	839.51
			Loan Repayments	622.98
			Loan Repayments	414.84
			Loan Repayments	235.09
			Loan Repayments	162.85
			Loan Repayments	223.68
			Loan Repayments	155.86
			Loan Repayments	476.14
			Loan Repayments	326.32
			Retirement Roth IRA %	74.34
			Retirement Roth IRA	340.00
		CAMDEN COUNTY ASSOC COURT	CASH APPEARANCE BOND	1,050.00
			CASH APPEARANCE BOND	550.00
			CASH APPEARANCE BOND	500.00
		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	1,250.05
			American Fidelity	1,250.05
			Amerian Fidelity	843.18
			Amerian Fidelity	843.18
			ADJUST PAYROLL DEDUCTIONS	20.77-
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	88.29-
			ADJUST PAYROLL DEDUCTIONS	348.78-
			Group Life Ins and Buy Up	108.68
			Group Life Ins and Buy Up	108.68
		JP MORGAN CHASE BANK	HSA Contribution	175.00
			HSA Family/Dep. Contributi	1,295.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	0.79
			Dependent Care	416.66
			Dependent Care	416.66
			Flexible Spending Accts -	10.00
			Flexible Spending Accts -	10.00
		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	115.60
		ONE TIME VENDOR	Bond Refund:150649757-01	10.00
			Bond Refund:150649757-01	0.50
			Bond Refund:150649994-01	250.00
			Bond Refund:150649994-01	125.50
			Bond Refund:121298132-01	75.50
			Bond Refund:121298133-01	125.50
			Bond Refund:131877405-01	150.00
			Bond Refund:150649537-01	75.00
			COURT REFUND:150649337-01	50.00
			Bond Refund:150649566-01	125.00
			TOTAL:	42,981.05
Mayor & Board	General Fund	LAKE OF THE OZARKS LODGE No 2517	VOLUNTEER DINNER DEPOSIT	250.00
			TOTAL:	250.00
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
		GFOA OF MO	GFOA ACCTG ACADEMY - J WOO	400.00
		INTERNAL REVENUE SERVICE	FICA	478.91
			Medicare	112.00
		ICMA	Retirement 401	472.82
		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
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	3,929.17
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	433.64
			Medicare	101.41
		ICMA	Retirement 401	409.67
		URLICKS, DOROTHY	MILEAGE & MEALS CCFOA SPRI	166.40
		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
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	4,310.38
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
			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
		KNUTSON, AUBREE	MILEAGE REIMBURSE - KNUTSO	84.24
		INTERNAL REVENUE SERVICE	FICA	446.89
			Medicare	104.51
		ICMA	Retirement 401	452.53
		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
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	3,924.47
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
		INTERNAL REVENUE SERVICE	FICA	72.71
			Medicare	17.01
		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
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,378.91
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	JAN INFORMATION CHARGES	267.15
		INTERNAL REVENUE SERVICE	FICA	307.69
			Medicare	71.96
		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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,179.28
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	338.35
			Medicare	79.12
		ICMA	Retirement 401	338.56
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	42.46
		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
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,445.47
Building Maintenance	General Fund	REPUBLIC SERVICES INC	FEB TRASH SERVICE	136.25
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	JANITORIAL SERV 02/08-02/2	696.61
			TOTAL:	832.86
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			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
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		AMEREN MISSOURI	FISH HATCHERY RD MAIN BUIL	26.40
			CITY PARK NO 2 DISPLAY D	10.24
			FISH HATCHERY RD BALL FIEL	892.48
		REPUBLIC SERVICES INC	PARK IMPROVEMENT FEB TRASH	4,261.39
			PARK FEB TRASH SERV	33.28
		INTERNAL REVENUE SERVICE	FICA	230.81
			Medicare	53.98
		ICMA	Retirement 401	227.27
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	32.46
		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	27.06
			Short Term Disability Ins	27.06
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	7,977.13
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	447.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	201.42
			Medicare	47.11
		ICMA	Retirement 401	200.26
		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
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,519.47
Overhead	General Fund	PITNEY BOWES INC	RED INK CARTRIDGE	65.44
		PURCHASE POWER	PURCHASE POWER CREDIT	50.00-
			CITY HALL POSTAGE	222.79
			TOTAL:	238.23
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	595.20
			Dental Insurance Premiums	595.20
			Dental Insurance Premium	136.64
			Dental Insurance Premium	136.64
			Health Insurance Contribu	295.48
			Health Insurance Contribu	295.48
			Health Insurance Contribut	1,209.42
			Health Insurance Contribut	1,209.42
			Health Insurance Contribut	3,633.77
			Health Insurance Contribut	3,633.77
			Health Insurance Contribut	5,373.60
			Health Insurance Contribut	5,373.60
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	33.93
			Vision Insurance Contribut	33.93
		INTERNAL REVENUE SERVICE	FICA	3,118.77
			Medicare	729.41
		PURCHASE POWER	POLICE DEPT POSTAGE	63.05
		ICMA	Retirement 401	3,102.76
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	24.64
		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
		JP MORGAN CHASE BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	1,425.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
			TOTAL:	32,274.73
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	238.08
			Dental Insurance Premiums	238.08
			Dental Insurance Premium	34.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	672.16
			Medicare	157.22
		ICMA	Retirement 401	683.74
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			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
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	450.00
			TOTAL:	9,332.26
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	151.99
			Medicare	35.55
		PURCHASE POWER	PLANNING DEPT POSTAGE	50.84
		ICMA	Retirement 401	149.05
		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
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,452.55
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	350.23
			Medicare	81.91
		ICMA	Retirement 401	311.13
		AT&T INTERNET/IP SERVICES	JANUARY INTERNET SERVICE	141.07
			SERV 02/19-03/18/16	853.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	SERVICE 01/13-02/12/16	974.40
			SERVICE 01132016-02122016	109.47
		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
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			TOTAL:	3,871.63
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	70.99
			Health Insurance Contribut	70.98
			Health Insurance Contribut	60.00
			Health Insurance Contribut	60.00
			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	398.67
		INTERNAL REVENUE SERVICE	Fed WH	1,103.70
			FICA	840.77
			Medicare	196.66
		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
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	50.66
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	14.79
			Texas Life After Tax	14.79
			TOTAL:	4,091.57
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	20.14
			Vision Insurance Contribut	20.14
		INTERNAL REVENUE SERVICE	FICA	840.80
			Medicare	196.63
		PURCHASE POWER	TRANS DEPT POSTAGE	16.39
		ICMA	Retirement 401	824.77
		CAMDEN COUNTY RECORDER OF DEEDS	RECORDING FEES - NICHOLS R	30.00
		DUNHAM, LOYD	MILEAGE, LODGING, MEAL - DU	220.80
		VICKY BURNS	NICHOLS RD IMPROVEMENTS	3,847.73
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	61.78
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	JANITORIAL SERV 02/08-02/2	130.61
		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
		JP MORGAN CHASE BANK	HSA Contribution	62.62
			HSA Family/Dep. Contributi	375.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	24.28
			Flexible Spending Accts -	24.28
			TOTAL:	14,463.06
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.73
			Dental Insurance Premiums	73.73
			Health Insurance Contribut	70.66
			Health Insurance Contribut	70.66
			Health Insurance Contribut	70.00
			Health Insurance Contribut	70.00
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	14.43
			Vision Insurance Contribut	14.43
		MO DEPT OF REVENUE	State Withholding	281.43
		INTERNAL REVENUE SERVICE	Fed WH	784.55
			FICA	636.64
			Medicare	148.87
		ICMA	Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	42.21
			Loan Repayments	208.38
			Retirement Roth IRA	59.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	120.09
			American Fidelity	120.09
			American Fidelity	57.25
			American Fidelity	57.25
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	95.16
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	1.73
			Texas Life After Tax	1.73
		ONE TIME VENDOR ARMSTRONG, JOHN B	01-5210-01	23.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SMITH, JOSHUA	07-0400-01	60.85
			TOTAL:	3,331.22
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	173.20
			Dental Insurance Premiums	173.20
			Dental Insurance Premium	11.28
			Dental Insurance Premium	11.28
			Health Insurance Contribut	133.04
			Health Insurance Contribut	133.04
			Health Insurance Contribut	1,033.03
			Health Insurance Contribut	1,033.04
			Health Insurance Contribut	1,567.30
			Health Insurance Contribut	1,567.31
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	10.73
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	14.44
			Vision Insurance Contribut	14.44
		INTERNAL REVENUE SERVICE	FICA	636.63
			Medicare	148.87
		POSTMASTER	MARCH UTILITY BILL MAILING	410.00
		PURCHASE POWER	WATER DEPT POSTAGE	59.82
		ICMA	Retirement 401	614.97
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	149.98
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	JANITORIAL SERV 02/08-02/2	130.62
		DOLLISON, JOEY	MILEAGE REIMB 02/24-02/25/	10.80
		LEIGH, AUDREY	MILEAGE REIMB 02/17/16-2/2	21.60
		RUBLE, JUSTIN	MILEAGE & MEAL REIMBURSE-R	148.28
		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	49.43
		JP MORGAN CHASE BANK	HSA Contribution	24.75
			HSA Family/Dep. Contributi	411.75
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		AMEREN MISSOURI	WELL #2 LK RD 54-59	549.98
			SWISS VILLAGE WELL	1,108.14
			TOTAL:	10,503.45
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	86.80
			Dental Insurance Premiums	86.80
			Health Insurance Contribut	106.85
			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	474.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	1,508.84
			FICA	911.85
			Medicare	213.24
		ICMA	Retirement 457 &	40.10
			Retirement 457	121.92
			Loan Repayments	21.11
			Loan Repayments	42.21
			Loan Repayments	50.96
			Retirement Roth IRA	49.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	150.50
			American Fidelity	150.50
			American Fidelity	72.93
			American Fidelity	72.93
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	51.18
		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:	4,629.57
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	203.86
			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	1,562.51
			Health Insurance Contribut	1,562.50
			Health Insurance Contribut	1,119.50
			Health Insurance Contribut	1,119.49
			Vision Insurance Contribut	16.24
			Vision Insurance Contribut	16.22
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	6.89
			Vision Insurance Contribut	6.89
		INTERNAL REVENUE SERVICE	FICA	911.83
			Medicare	213.27
		POSTMASTER	MARCH UTILITY BILL MAILING	410.00
		PURCHASE POWER	SEWER DEPT POSTAGE	55.70
		ICMA	Retirement 401	883.47
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	174.59
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	JANITORIAL SERV 02/08-02/2	130.62
		EARP, NATHAN	MILEAGE REIMB 02/24-03/01/	21.60
			MILEAGE REIMB 02/17/16-02/	108.00
		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	76.83
		JP MORGAN CHASE BANK	HSA Contribution	62.63
			HSA Family/Dep. Contributi	413.25
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		DUNCAN, CHRIS	WORK BOOT REIMB	186.90
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,144.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GRINDER PUMPS & LIFT STATI	5,068.40
			GRINDER PUMPS & LIFT STATI	2,614.89
			GRINDER PUMPS & LIFT STATI	5,284.01
		CARSON, RICHARD W	MILEAGE REIMB 02/24-03/02/	32.40
		CAPITAL CDL TRAINING	CDL TRAINING - CARSON	520.00
			CDL TRAINING - PEDROLA	520.00
		ONE TIME VENDOR DEPT OF REVENUE-TROOP	CDL LICENSE - CARSON	70.00
		DEPT OF REVENUE - TROO	CDL LICENSE - PEDROLA	70.00
			TOTAL:	26,751.07
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	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	355.00
		INTERNAL REVENUE SERVICE	Fed WH	1,075.20
			FICA	741.76
			Medicare	173.49
		ICMA	Loan Repayments	39.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	41.11
			American Fidelity	41.11
			Amerian Fidelity	100.13
			Amerian Fidelity	100.13
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	41.67
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	85.27
			TOTAL:	3,115.34
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.04
			Dental Insurance Premiums	119.04
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			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	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	741.76
			Medicare	173.49
		PURCHASE POWER	AMBULANCE DEPT POSTAGE	10.88
		ICMA	Retirement 401	537.66
		AT&T MOBILITY-CELLS	SERVICE 01132016-02122016	81.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		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	45.10
			Short Term Disability Ins	45.10
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	6,144.93
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50
			Health Insurance Contribut	12.00
			Health Insurance Contribut	12.00
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	13.99
		MO DEPT OF REVENUE	State Withholding	66.40
		INTERNAL REVENUE SERVICE	Fed WH	187.31
			FICA	227.39
			Medicare	53.18
		ICMA	Retirement 457	74.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	11.58
			American Fidelity	11.58
			Amerian Fidelity	14.94
			Amerian Fidelity	14.94
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	840.60
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.62
			Dental Insurance Premiums	47.62
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	268.68
			Health Insurance Contribut	268.68
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.01
		REPUBLIC SERVICES INC	LCF FEB TRASH SERVICE	62.89
		INTERNAL REVENUE SERVICE	FICA	227.39
			Medicare	53.18
		PURCHASE POWER	LCF AIRPORT POSTAGE	14.66
		ICMA	Retirement 401	225.98
		DISH NETWORK	SERVICE 022916-032816	74.00
		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	14.43
		JP MORGAN CHASE BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	2,652.14
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	17.74
			Health Insurance Contribut	28.00
			Health Insurance Contribut	28.00
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.15
			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	64.60
		INTERNAL REVENUE SERVICE	Fed WH	213.93
			FICA	169.89
			Medicare	39.73
		ICMA	Retirement 457	20.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.30
			American Fidelity	10.30
			Amerian Fidelity	9.96
			Amerian Fidelity	9.96
			TOTAL:	655.75
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	5960 MAYER CT 01/22-02/22/	21.33
			957 AIRPORT RD 01/22-02/22	41.05
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	41.66
			Dental Insurance Premiums	41.66
			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	626.92
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		REPUBLIC SERVICES INC	AIRPORT FEB TRASH SERV	68.88
		INTERNAL REVENUE SERVICE	FICA	169.89
			Medicare	39.73
		PURCHASE POWER	GG AIRPORT POSTAGE	5.87
		ICMA	Retirement 401	168.23
		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	12.63
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	2,485.40

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

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

10	General Fund	120,897.59
20	Transportation	18,554.63
30	Water Fund	13,834.67
35	Sewer Fund	31,380.64
40	Ambulance Fund	9,260.27
45	Lee C. Fine Airport Fund	3,492.74
47	Grand Glaize Airport Fund	3,141.15

	GRAND TOTAL:	200,561.69

TOTAL PAGES: 14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
City Administrator	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO STAPLES ADVANTAGE	ELECT OFFICIALS GDE, IT BU	68.12			
			FEBREZE	7.17			
			CREDIT INV 3293300988-FEBR	7.17			
			CITY ADMIN STAMP WITH DATE	38.33			
			TOTAL:	106.45			
City Clerk	General Fund	STAPLES ADVANTAGE	SORTKWIK, PENS, ENV, CLIPS	74.30			
			SORTER	33.45			
			TOTAL:	107.75			
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO STAPLES ADVANTAGE	MEMBERSHIP DUES	160.00			
			FOLDERS, SORTKWIK, BOXES	99.78			
			TOTAL:	259.78			
Municipal Court	General Fund	WASHBURN, WILLIAM F STAPLES ADVANTAGE	MAR MUNICIPAL COURT JUDGE	1,763.17			
			SORTKWIK	3.44			
			TOTAL:	1,766.61			
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC STAPLES ADVANTAGE	BATTERY BD2	154.45			
			BATTERIES, PENS	43.05			
			CREDIT INV 3293735406 - PE	10.13			
			PENS	10.13			
			TOTAL:	197.50			
Building Maintenance	General Fund	QUILL FASTENAL CO PRAIRIEFIRE COFFEE & ROASTERS LAKE RECHARGE & FIRE EQUIPMENT LLC OTIS ELEVATOR CO AB PEST CONTROL GEO-ENTERPRISES, INC STAPLES ADVANTAGE	BATH TISSUE	79.98			
			DOORSTOP	11.67			
			COFFEE	132.70			
			WATER COOLER RENTAL	38.51			
			COFFEE	89.80			
			EXTINGUISHER, SUPPRESSION	731.50			
			SERVICE EXTINGUISHERS	79.50			
			SERVICE EXTINGUISHERS	270.50			
			SERVICE EXTINGUISHERS	121.25			
			OTIS ELEVATOR CO	4,862.52			
			PEST CONTROL	75.00			
			PEST CONTROL-PUBLIC WORKS	50.00			
			PORTABLE AC UNIT RENTAL	1,500.00			
			REPLACED DISPATCH UNIT	4,600.00			
			PLATES	46.30			
			LINERS, TOWELS	82.58			
			SPOONS, PLATES	79.16			
			TOTAL:	12,850.97			
			Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC SOUTHWEST STONE SUPPLY INC TURFMARK SERVICES LLC	FUEL & AIR FILTERS	71.98
						HITCH BALL	12.99
						14" 100 PK TIE	9.49
						MULCH	84.00
						MULCH	56.00
MULCH	28.00						
SOCCER #3 DORMANT SPRAY AP	100.00						
BALL FLDS PRE-EMERGENT APP	725.00						
TOTAL:	1,087.46						
Overhead	General Fund	XEROX CORPORATION STAPLES ADVANTAGE				FEB CHARGES	374.99
			COPY PAPER	81.69			
			TOTAL:	456.68			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Police	General Fund	PURCELL TIRE & RUBBER CO	3 LOOSE TIRES	380.85		
			TIRE RESTOCK FEE	4.40		
		MO POLICE CHIEFS ASSC	SCHOOL RESOURCE OFFCR CONF	200.00		
			LEON UNIFORM CO INC	UNIFORMS	112.00	
		LASER TECHNOLOGY INC	UNIFORMS	74.00		
			REPAIR SN VX012798	558.00		
		LAKE SUN LEADER 81525 & 1586450	PD UNIFORMS & EQUIP BID	65.25		
		CAMDEN COUNTY SHERIFF'S OFFICE	PRISONER BOARDING 10 DAYS	450.00		
		HEDRICK MOTIV WERKS LLC	OIL CHG PD20	65.00		
		SAKELARIS FORD LINCOLN OF CAMDENTON	CK ENGINE & AIR BAG LIGHT	480.35		
		STAPLES ADVANTAGE	TONER	136.41		
		ARROWHEAD SCIENTIFIC INC	BACKING CARDS, CRIME SCENE	315.49		
			ENHANCER	21.54		
			ROLLERS	29.00		
			TOTAL:	2,892.29		
		911 Center	General Fund	WIRELESS USA INC	MAR SERVICE	225.00
					911 MONITOR LIGHT, RACEWAY	128.97
ELECTRONICS UNLIMITED	HEADSETS			122.62		
	INTRADO SYSTEMS CORP			FEB V-VaaS SYSTEM FEE	3,525.00	
CENTRAL COMMUNICATIONS	VOLUME KNOB			8.87		
STAPLES ADVANTAGE	TONER			54.62		
TOTAL:	4,065.08					
Information Technology	General Fund	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	GIS 4/16-4/17	14,191.00		
			TOTAL:	14,191.00		
Economic Development	General Fund	LAKE SUN LEADER 645	SCHOOL OF OSAGE	32.00		
			EGG HUNT	200.00		
	TOTAL:	232.00				
Transportation	Transportation	MEEKS BUILDING CENTER	QUIKRETE	25.74		
			XEROX CORPORATION	FEB CHARGES	60.84	
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	38.06		
			TRANS DEPT FLOOR MATS	4.78		
		ALLEN SURVEYING INC	TRANS DEPT UNIFORMS	38.06		
			TRANS DEPT FLOOR MATS	4.78		
		NORTHERN SAFETY CO INC	CREW, DRAFT EASEMENT & ROW	705.00		
		O'REILLY AUTOMOTIVE STORES INC	LENSES	57.40		
			PRAIRIEFIRE COFFEE & ROASTERS	EYE WASH, EYE CUPS	10.97	
		CROWN POWER & EQUIPMENT	ABSORBENT	25.96		
			PSE INSTALLATION	WATER COOLER RENTAL	35.00	
		APAC MO INC	COFFEE, HOT COCO	41.56		
			REINHOLD ELECTRIC INC	BELT, V-BELTS	105.00	
		SC ENGINEERING LLC, dba COCHRAN	INSTALL RADIO/ANTENNA #62	70.00		
				2" CLEAN	202.90	
			1"BASE/1"MINUS	305.40		
			NICHOLS & OB PKWY CAMERA	1,900.00		
			ATTACH SIGN TO POLE KK HWY	95.00		
			SIDEWALK IMPROVEMNTS PHASE	401.51		
			TOTAL:	4,127.96		
		Water	Water Fund	XEROX CORPORATION	FEB CHARGES	60.83
					ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS
					WATER DEPT FLOOR MATS	4.78
	WATER DEPT UNIFORMS			26.23		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WATER DEPT FLOOR MATS	4.78
		MO ONE CALL SYSTEM INC	LOCATES	81.25
		D&R MATERIALS	3/4" TRAPS	325.00
		NORTHERN SAFETY CO INC	LENSES	57.40
			EYE WASH, EYE CUPS	10.97
		O'REILLY AUTOMOTIVE STORES INC	ABSORBENT	25.96
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO	41.57
		CAMDEN COUNTY RECORDER OF DEEDS	FAX - PORT LANE WELLHOUSE	3.00
		HD SUPPLY WATERWORKS LTD	GATE VALVE	1,550.00
			PSI LIQUID GAUGES	27.80
		DPC ENTERPRISES LP	BLEACH, FLUORIDE	990.75
			TOTAL:	3,236.55
Sewer	Sewer Fund	XEROX CORPORATION	FEB CHARGES	60.83
		EZARD'S	STAPLES	3.99
			PAINT MIXERS	7.99
		RP LUMBER INC	2 - 5/16' PROOF COIL CHAIN	279.98
		FASTENAL CO	HCS 5/8-11X1 3/4, 5/8 HI-A	7.04
			NYLOCKS	3.85
			16-LHSCS M16-2.0X70	13.55
			HARNESS	287.48
			LOAD HUGGERS	54.32
			HCS5/8-11X3 Z5, FHNz, MEDS	18.49
			5-HCS 5/8-11X2 YZ8	3.89
			EARPLUGS, CUTWHLs	19.50
			CUT WHLS	27.70
			5/8"-11 FHNz, HCS 5/8	35.45
			NYLOCK, RUBBER STRAPS	4.56
		ARAMARK UNIFORM & CAREER APPAREL GROUP	EAR PLUGS, CUTWHLs	21.48
			SEWER DEPT UNIFORMS	46.48
			SEWER DEPT FLOOR MATS	4.79
			SEWER DEPT UNIFORMS	46.48
			SEWER DEPT FLOOR MATS	4.79
		HDR INC	ROCKWAY FLOW IMPROVEMENTS	13,523.08
		MO ONE CALL SYSTEM INC	LOCATES	81.25
		EVOQUA WATER TECHNOLOGIES LLC	ODOPHOS	9,822.50
			ODOR CONTROL	1,771.00
			ODOR CONTROL	450.00
		NORTHERN SAFETY CO INC	LENSES	57.41
			EYE WASH, EYE CUPS	10.98
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR OIL	34.99
			ABSORBENT	25.96
			GLASS CLEANER	3.09
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCO	41.57
		CAMDENTON LAWN & GARDEN CENTER	5-WAY, 13-13-13, STRAW	204.49
		HD SUPPLY WATERWORKS LTD	BALL VALVE, NIPPLES	133.05
			MASTIC SEALANT	80.00
			5GAL PAIL PRECO PLUGS 50#	80.00
			PVC CPLG	42.36
		APAC MO INC	1"BASE/1"MINUS	156.14
		CORROSION TECHNOLOGIES INC	SYSTEM MAINT	250.00
			SYSTEM MAINT	375.00
			TOTAL:	28,095.51
Ambulance	Ambulance Fund	CHANNING L BETE CO INC	BLS INSTRUCTOR MATERIALS	264.33
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	362.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICAL SUPPLIES	1,059.48
			MEDICAL SUPPLIES	241.50
			MEDICAL SUPPLIES	23.10
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	32.34
			TOTAL:	1,982.94
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	TOWELS, TP	116.99
		NAEGLER OIL CO	JET A FUEL	6,559.58
			HEARTLAND & SATELLITE EQUI	46.00
		CRAWFORD, MURPHY & TILLY INC	JAN LCF RECONSTRUCT SERV	38,540.85
			JAN LCF RECONSTRUCT SERV	12,825.88
			TOTAL:	58,089.30
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	HEARTLAND & SATELLITE EQUI	46.00
		DISSEN ELECTRIC INC	REPAIR FUEL SHUT-OFF BOX	157.13
			TOTAL:	203.13

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

10	General Fund	38,213.57
20	Transportation	4,127.96
30	Water Fund	3,236.55
35	Sewer Fund	28,095.51
40	Ambulance Fund	1,982.94
45	Lee C. Fine Airport Fund	58,089.30
47	Grand Glaize Airport Fund	203.13
GRAND TOTAL:		133,948.96

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



3-3-16
 ✓ 1156

Planning Dept: _____
 Sewer Dept: _____ 30
 License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 3-3-16 Date Application Received: 3/3/16

Name of Establishment: Harmy's Cheese Store + more LLC

Mailing Address: 6378 Osage Beach Pkwy, Osage Beach mo. 65065

Applicant Name: Harmy's Cheese Store + more LLC. Michael Harmison
 (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>A</u>	750.00 <u>375.00</u>	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. 16-25

ORDINANCE NO. 16.25

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 follows, 10.97 acres zoned R-2 Two Family to R-3 Multi Family, and 15.33 acres from R-2 Two Family to A-1 Agriculture:

A part of Lot 2, "Bailey Subdivision", a subdivision of record in Camden County, Missouri, more particularly described as follows: Beginning at the intersection of the west line of said Lot 2 and the southerly right-of-way of Bluff Drive (40 ft. right of way) as shown on the plat of said subdivision; thence along said southerly right of way the following courses: thence S49°10'3"E, 302.16 ft.; thence S58°56'04"E, 212.53 ft.; thence S70°59'03"E, 294.20 ft.; thence N81°32'55"E 2 50.69 ft.; thence N74°03'51"E, 129.98 ft. to the intersection of said east line S01°14'45"W, 422.98 ft.; thence leaving said east line S81°32'55"W, 406.08 ft.; thence N70°59'03"W, 710.19 ft. to a point on the west line of said Lot 2; thence along said west line N02°01'19"E, 582.08 ft. to the point of beginning.

Section 2. That the development as described herein and referred to as Case 386 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME: March 3, 2016 READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.25 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 16.25

Penny Lyons, Mayor

Date

Submission Date: March 4, 2016
Submitted By: Public Works Director
Board Meeting Date: March 17, 2016

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

Description of Item:

Bill 16-26 – Authorization to allow Mayor to execute Construction Contract OB16-006 for the Hatchery Road Overlay 2016.

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

City of Osage Beach staff, contractors, citizens

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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

Requesting first and second reading of Bill 16.26.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
20-00-764207 Asphalt Overlay	\$65,000	\$32,182.70

Comments and Recommendation of Department:

Bids were opened on March 2, 2016 for the Hatchery Road Overlay 2016 Project. The apparent low bidder is APAC-Missouri Inc with a bid of \$32,182.70. There were four bidders for this project as shown on the attached bid tab.

The budgeted amount for this project was \$65,000. We have other work planned for Hatchery Road with this account. We have done work with APAC-Missouri Inc. in the recent past with good results.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation

Concur with the Public Works Director's recommendation.

BILL NO. 16-26

ORDINANCE NO. 16.26

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH APAC-MISSOURI, INC. FOR THE HATCHERY ROAD OVERLAY 2016 PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract APAC-Missouri, Inc. substantially under the terms set forth in the form attached hereto as (“Exhibit A”).

Total expenditures or liability authorized under this contract shall not exceed thirty two thousand one hundred eighty two and 70/100 dollars (\$32,182.70).

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

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.26 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. 16.26.

Date
ATTEST:

Penny Lyons, Mayor

Diann Warner, City Clerk

EXHIBIT A

BID FORM

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

Gentlemen:

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

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

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

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

No. _____ Dated _____
No. _____ Dated _____

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

BID FORM BASE BID HATCHERY ROAD OVERLAY						
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE	
1 02740	374	TONS	Asphalt Pavement	\$ 86.05	\$ 32,182.70	
TOTAL					\$ 32,182.70	

TOTAL BID IN WRITING: Thirty-two thousand one hundred eighty-two dollars & seventy cents

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No.

IF A CORPORATION:

APAC-MISSOURI INC.

Name of Corporation

By

Bruce Loesch

Signature & Title

VP-LAKE OZARK

BRUCE LOESCH

Typed or Printed Name

ATTEST:

[Signature]

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

CONRAD HAKE

Typed or Printed Name

Business Address of Bidder:

PO BOX 1178

LINN CREEK MD 65052

Telephone No. 573 317 3700

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

DE

Name and Address of its: President

SHAWN RILEY

PO BOX 117 COLUMBIA MD 65205

Secretary

CATHY SPOTTS

PO BOX 117 COLUMBIA MD 65205

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

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

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

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

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

Dated at LINN CREEK this 21 day of FEBRUARY, 2016
LICENSE or CERTIFICATE NUMBER, if applicable 195

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

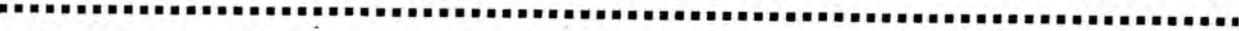
IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Business Address of Bidder: _____

Telephone No. _____



IF A PARTNERSHIP: _____

BID TABULATION
 City of Osage Beach, Missouri
 Hatchery Rd Overlay 2016
 Project # OB16-006

Bid Opening	March 2, 2016	Estimate		APAC-Missouri Inc.		Show Me Asphalt Paving L.L.C.		Higgins Asphalt Paving Co. Inc.		Frech Paving Co.			
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure		
1	Asphalt Pavement	374	Tons	\$95.00	\$35,530.00	\$86.05	\$32,182.70	\$89.25	\$33,379.50	\$93.44	\$34,946.56	\$96.73	\$36,177.02
Total Base Bid					\$35,530.00		\$32,182.70		\$33,379.50		\$34,946.56		\$36,177.02

Submission Date: March 7, 2016
Submitted By: Airport Manager
Board Meeting Date: March 17, 2016

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

Description of Item:

Bill 16-27 – Authorize the Mayor to execute a State Block Grant Agreement, project 15-046B-1 LCF Parallel Taxiway Reconstruction with the Missouri Highways and Transportation Commission.

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

Staff, citizens and visitors to Osage Beach, Missouri Department of Transportation.

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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

Requesting first and second reading of Bill 16-27.

Are there any deadlines associated with this action?

Yes, this agreement must be signed and returned to MoDOT by April 30, 2016.

Budget Line / Source of Funds

Not Applicable

Comments and Recommendation of Department:

This Grant Agreement provides the City reimbursements for Reconstruct Parallel Taxiway – Phase 1 Design at Lee C. Fine Airport. Total project cost for professional services is \$224,542. \$2,500 was spent in 2015, with the remainder approved in December 2015, to be spent in 2016.

FAA through MoDOT Aviation will be reimbursing the City 90% of the design and engineering cost for this project. The City's responsibility is 10%.

The Airports and Public Works Department recommends approval.

City Administrator Comments and Recommendation

On June 18, 2015, the Board approved to move forward with this project. The City was approved by MoDOT Aviation for grant funds, a 90/10 split. Initially, \$2,500 was spent on the project in 2015. On December 17, 2015, the Board approved a consulting contract with Crawford, Murphy & Tully, Inc. for Phase 1 Design of the Parallel Taxiway Reconstruction for \$222,073.

Concur with the Airport Manager's and the Public Works Director's recommendation.

BILL NO. 16-27

ORDINANCE NO. 16.27

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE STATE BLOCK GRANT AGREEMENT, PROJECT NO. 15-046B-1 WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION WITH REIMBURSEMENT THROUGH THE FEDERAL AVIATION ADMINISTRATION

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

WHEREAS, the City of Osage Beach has determined it is in the best interest of the City to enter into an agreement with the Missouri Highways and Transportation Commission for the project titled Reconstruct Parallel Taxiway-Phase 1 Design at the Lee C. Fine Memorial Airport; and

WHEREAS, the Commission grants to the City a sum not to exceed (\$202,115.00) two hundred two thousand one hundred fifteen and 00/100 dollars; and

WHEREAS, the City shall provide funds of not less than (\$22,427.00) twenty-two thousand four hundred twenty seven and 00/100 dollars.

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

Section 1. That the Board of Aldermen has determined it is in the best interest of the City to authorize the Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 15-046B-1.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 15-046B-1 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 16.27 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. 16.27.

Date

ATTEST:

Penny Lyons, Mayor

Diann Warner, City Clerk

CCO FORM: AC10
 Approved: 03/91 (KR)
 Revised: 02/16 (MWH)
 Modified:

Sponsor: City of Osage Beach
 Project No.: 15-046B-1
 Airport Name: Lee C. Fine Memorial

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

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

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

SECTION II - STANDARD AGREEMENT ITEMS

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

34. BAN ON TEXTING WHILE DRIVING

SECTION III – PLANNING

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

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

39. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

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

SECTION VI - CONSTRUCTION

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

SECTION VII – SPECIAL CONDITIONS

58. SPECIAL CONDITIONS

SECTION VII – GRANT ACCEPTANCE

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

--Certificate of sponsor's attorney

Sponsor: City of Osage Beach
 Project No.: 15-046B-1
 Airport Name: Lee C. Fine Memorial

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

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

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

WITNESSETH:

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

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

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

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

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

Reconstruct Parallel Taxiway-Phase 1 Design;

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

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

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to November 30, 2017. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

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

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

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Two Thousand One Hundred Fifteen Dollars (\$202,115) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

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

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

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-Two Thousand Four Hundred Fifty-Seven Dollars (\$22,457).

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

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

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before April 30, 2016 or such subsequent date as may be prescribed in writing by the Commission.

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

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

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

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

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

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

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

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

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

Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

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

years.

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

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

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

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

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

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

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

(F) Sanctions for Noncompliance: In the event the Sponsor fails to

comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

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

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

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

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

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

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

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

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

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

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

(24) INDEMNIFICATION:

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

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

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

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

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

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

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

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

Sponsor: Nick Edelman, P.E.
Public Works Director/City Engineer
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
(573) 302-2020
(573-302-2043 FAX
nedelman@osagebeach.org

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

of the facsimile or email transmission of the document.

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

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

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

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

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

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

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

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

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

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

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

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

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an

allowable cost within the scope of this project.

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

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

(38) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map dated June 7, 1993, is incorporated herein by reference.

(39) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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

(41) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The

Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to any AIP standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

(43) STATE HIGHWAY SPECIFICATIONS: The Sponsor agrees that if Commission highway specifications are used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this grant agreement for a period of ten years after construction is completed unless the Commission determines that the rehabilitation or reconstruction.

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

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

relieve the Sponsor of this responsibility.

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

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

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

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

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

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

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

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

Commission.

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

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

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

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

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

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

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

(54) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form

as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

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

(56) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(57) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

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

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

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

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of

the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

(D) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

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

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

(F) Disadvantaged Business Enterprise Required Statements:

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

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

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any

United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

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

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

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)”

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

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

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will

maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

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

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

(G) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(H) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(I) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

(J) Pavement Maintenance Management Program: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Types of pavement; and

iv. Year of construction or most recent major rehabilitation.

b. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

A. Inspection date;

B. Location;

C. Distress types; and

D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(K) Maintenance Project Life: The Sponsor agrees that pavement

maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

(L) Projects Which Contain Paving Work in Excess of \$250,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and/or Commission specifications. The program must include at a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in Subparagraph (B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

SPONSOR: City of Osage Beach

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Submission Date: March 7, 2016

Submitted By: Airport Manager
Public Works Director

Board Meeting Date: March 17, 2016

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

Description of Item:

Bill 16-28 – Authorization to allow Mayor to execute an agreement with (CMT) Crawford, Murphy & Tilly, Inc. for professional services for reconstruction of the Southwest Apron at Lee C. Fine, project 16-046B-1.

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

City of Osage Beach staff, MoDOT, contractors, citizens

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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

Requesting first and second reading of Bill 16.28.

Are there any deadlines associated with this action?

Yes. This project needs to be out for bids as soon as possible.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
45-00-773225 Apron Project (New Account)	\$0	\$22,939.75

Comments and Recommendation of Department:

This project was not in the budget for 2016, but is listed as a future maintenance item for Lee C. Fine. Due to deteriorating conditions of the pavement, combined with the

potential to reduce costs by starting this project prior to and/or during the Taxiway Reconstruction, MoDOT has recommended this item to be considered for approval for FY2016.

The total project, engineering services and construction, is estimated to cost approximately \$380,000. This contract is for the engineering for this project. We have negotiated this price with CMT. This contract is for design and construction engineering. The cost of this contract is \$22,939.75.

We will be utilizing Non-Primary Entitlement Funds (Funds from FAA thru MoDOT) to cover 90 % of this contract. The City's responsibility is 10 %.

The Airport Manager and the Public Works Department recommends approval.

City Administrator Comments and Recommendation:

A budget amendment will follow upon approval of this project. The City's total out-of-pocket costs, up to \$38,000 (10%), can be funded by LCF's unrestricted reserves. LCF Airport Fund began FY2016 with more than anticipated cash balances, enough to cover the increase in expenditures to complete this project.

BILL NO. 16-28

ORDINANCE NO. 16.28

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AVIATION PROJECT CONSULTANT AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC. TO PROVIDE PROFESSIONAL SERVICES AT THE LEE C. FINE MEMORIAL AIRPORT

WHEREAS, the City of Osage Beach desires to enter into an agreement with Crawford, Tilly & Murphy, Inc. to perform professional services at the Lee C. Fine Memorial Airport; and

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 the Aviation Project Consultant Agreement with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty two thousand nine hundred thirty nine and 75/100 dollars (\$22,939.75).

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. 16.28 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

Dorothy Urlicks, Deputy City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.28.

Date

Penny Lyons, Mayor

ATTEST:

Dorothy Urlicks, Deputy City Clerk

Airport Name:	<u>Lee C. Fine Memorial (AIZ)</u>
Project No.:	<u>16-046B-1 (Pend.)</u>
County:	<u>Miller</u>

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 **(0)**% of the total Agreement dollar value.

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

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

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the

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

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

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

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

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

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

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

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

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

by the Sponsor and MoDOT.

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

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

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

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% 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

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
AllState Consultants	3312 LeMone Industrial Blvd. Columbia, MO 65201	Geotechnical Investigation

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

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

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

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

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

(F) The Consultant agrees to furnish a list of any MoDOT approved

DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

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

(9) FEES AND PAYMENTS:

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

(B) For and in consideration of the preliminary, design, bidding, and special services called for in this agreement, Sponsor shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified below plus a fixed fee of \$2,416.30 for a total not to exceed amount of \$22,939.75, which is shown in Exhibit IV-2 and IV-3, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

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

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

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

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services,

reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

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

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

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

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

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

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

Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

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

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

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

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

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

or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

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

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

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

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

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

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.
2. The Sponsor 's persistent failure to make payment to the

Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

- III. Paragraph (l) of the clause, entitled

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with **AutoCAD (2010-2015)** (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 or foreign country on said list.

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

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

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely

upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

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

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

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

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

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

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

(F) Energy Policy and Conservation Act:

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

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of **Camden** 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 **Kaiser/Brumley**, 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. Nicholas Edelman, P.E. - Public Works Director		
SPONSOR'S NAME	City of Osage Beach, Missouri		
SPONSOR'S ADDRESS	1000 City Parkway Osage Beach, Missouri 65065		
PHONE	573-302-2020	FAX	573-302-2039
E-MAIL ADDRESS	nledelman@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 & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive; Gateway Tower, Suite 500 St. Louis, Missouri 63102		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	bhutsell@cmtengr.com		

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

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

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

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

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

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

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

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

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

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

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

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

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

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

Sponsor:
City of Osage Beach, Missouri

Consultant:
Crawford, Murphy & Tilly, Inc.

By: _____
Signature

By: _____
Signature

Title: **Mayor**

Title: **President and CEO**

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

EXHIBIT I**PROJECT DESCRIPTION**

1. Geotechnical investigation of southwest apron pavement and surrounding soils.
2. Remove existing southwest apron pavements and abandoned utilities.
3. Place existing underground utilities in concrete encased duct beneath proposed pavements.
4. Reconstruct southwest apron in PCC on stabilized subgrade.
5. Address various pavement distresses on main PCC apron (spalls, cracked patches, panel cracks, shattered slabs) as an additive alternate to the project.
6. Mark and add edge reflectors as necessary to delineate usable southwest apron and main apron limits.

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:

This Scope of Services will produce property surveys, meets and bounds descriptions, plats of survey for each parcel and an Exhibit "A" - Property Map. 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, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, 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. Geotechnical
 1. Obtain up to twelve (12) soil samples and perform laboratory tests required for pavement design. The laboratory analysis will include:

- a.
 - a. Soil classification.
 - b. Atterberg limits.
 - c. Combined sieve/hydrometer analysis.
 - d. Optimum moisture/density.
 - e. California Bearing Ratio (CBR)
 - f. Evaluation of need for lime/flyash modification.
 2. Perform up to thirty (30) soil borings on the airport site to determine the top of rock and water table elevations.
 3. Test results, locations of tests, locations of borings, boring logs, any recommendations and other pertinent data will be included in the Engineer's Design Report.
- b. Prepare preliminary design report (letter format) bearing the engineer's seal. 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.
 - seeding/top soiling considerations.
 - Lighting/edge reflector system design/calculations (apron area lighting, if necessary).
 - 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.
- c. 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).
- Demolition and clearing/grubbing plan.
- Typical pavement sections.
- Apron plan and profile.
- Pavement joint layout plan and joint details.
- Apron tie down plan and details.
- General site grading plan/specific grading and surface drainage plans for the apron.
- Temporary erosion control plan and details
- Subsurface drainage plans and profiles for apron (if necessary).
- Drainage details.
- Apron lighting/edge reflector/cable plans and details.
- Existing apron area lighting rehabilitation plans and details.
- Airport lighting electrical vault plans and details (if necessary).
- Apron 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

Not Used

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. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see paragraph 22-A).

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCT SOUTHWEST APRON
SUMMARY OF COSTS
March 9, 2016

Basic Services	Fee	Hours
Preliminary Phase	\$1,081.62	9
Design Phase	\$19,814.26	157
Bidding Phase	\$2,043.87	18
Total	\$22,939.75	184

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCT SOUTHWEST APRON
PRELIMINARY, DESIGN, AND BIDDING PHASE SERVICES
March 9, 2016

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	1	58.29	\$58.29
	Project Manager	21	45.33	\$951.93
	Senior Engineer	62	35.34	\$2,191.08
	Engineer	70	27.96	\$1,957.20
	Senior Planner	0	35.08	\$0.00
	Planner	0	22.21	\$0.00
	Registered Land Surveyor	0	40.50	\$0.00
	Senior Technician	26	34.51	\$897.26
	Technician	0	26.08	\$0.00
	Clerk/Secretary	4	20.51	\$82.04
		184		
	Total Direct Salary Costs			= \$6,137.80
2	<u>LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:</u>			
	Percentage of Direct Salary Costs @		<u>162.45</u> %	= \$9,970.86
3	<u>SUBTOTAL:</u>			
	Items 1 and 2			= \$16,108.66
4	<u>PROFIT:</u>			
	15 % of Item 3 Subtotal			= \$2,416.30 Fixed Fee
			Subtotal	= \$18,524.95 Not to Exceed
5	<u>OUT-OF-POCKET EXPENSES:</u>			
	a. Mileage	640 Miles @	\$0.57 / Mile =	\$364.80
	b. Meals	0 Days @	\$32.00 / Day =	\$0.00
	c. Motel	0 Nights @	\$95.00 / Night =	\$0.00
	d. Survey Vehicle (ILO Mil	0 Days @	\$100.00 / Day =	\$0.00
	e. Printing/Shipping		=	\$250.00
	Total Out-of-Pocket Expenses			= \$614.80
6	<u>SUBCONTRACT COSTS:</u>			
	a. Geotechnical (AllState Consultants)		=	\$3,800.00
			=	\$3,800.00
7	<u>MAXIMUM TOTAL FEE:</u>			
	Items 1, 2, 3, 4, 5 and 6			= \$22,939.75 Not to Exceed

EXHIBIT V

ENGINEERING BASIC SERVICES - COST BREAKDOWN

LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI

BASIC SERVICES
RECONSTRUCT SOUTHWEST APRON
March 9, 2016

Classification: Gross Hourly Rate:	Principal \$222.11	Senior Project Engineer \$175.93	Project Manager \$136.81	Senior Engineer \$106.66	Engineer \$84.39	Senior Planner \$105.88	Planner \$67.03	Registered Land Surveyor \$122.24	Senior Technician \$104.16	Technician \$78.71	Clerk/ Secretary \$61.90	Other Costs
A. BASIC SERVICES												
1. Preliminary Phase:												
Perform preliminary site inspection and attend scoping meeting			2									
Formulate project scope of work			2									
Develop preliminary opinion of probable costs				3	2							
Total hours =	9	0	4	3	2	0	0	0	0	0	0	(1, 2, 3, 4, 5)
Total =	\$1,081.62	\$0.00	\$547.26	\$319.99	\$168.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.60
2. Design Phase:												
Project Management (status reports, project coordination, invoicing)			2	2							1	
Prepare request for proposal and subagreement for geotechnical				2								
Coordinate geotechnical work				2								
Review geotechnical report				1								
Perform site visit				4								
Existing Conditions/Utilities Investigation			2	4	4							
Pavement design, including LCCA				2	1							
Prepare preliminary design report (letter form) & updated opinion of costs				4	2				2			
Prepare Environmental Clearance Letter?				2								
Cover Sheet/Title Block/Location Map					1							
Index, Legends, Sum of Quantities Sheets					1							
CSPP Notes				2					1			
7460/CAP Submittal				2	2							
Construction Phasing Plans				2	3				2			
Demolition plan				4	2				1			
Proposed improvements plan				2	2				2			
Typical/Transition sections				2					4			
Geometric Layout Sheets				2	3				2			
Apron Distress Mapping/Details				2	4				2			
Plan and profile sheets				1	4							
Staking plans				2	3				1			
Joint layout plans and details				2	2				1			
Grading and drainage plans and details including underdrains				2	3							
Erosion control plans and details				2	2				1			
Pavement marking plan and details (edge markings)					1				1			
Apron lighting/reflector plans				1	2				1			
Electrical details (reflectors, ducts, etc.)					1				1			
Cross sections, 3D Layout				2	8							
Quantity calculations, cost estimate, and construction time calculation			1	2	4							
Internal quality control and constructability review		1	2									
Prepare project technical specifications					2						1	
Prepare front end contract documents				1	2							
Address Sponsor/MoDOT comments and seal sheets				2	2				4			
Final design report				1	1							
Total hours =	157	0	7	59	62	0	0	0	26	0	2	(1, 2, 3, 4, 5)
Total =	\$19,814.26	\$0.00	\$175.93	\$957.70	\$6,293.08	\$5,232.07	\$0.00	\$0.00	\$2,708.09	\$0.00	\$123.81	\$4,323.60
3. Bidding Phase:												
Send plans to contractors and answer questions			2		2						2	
Conduct pre-bid meeting and send out minutes			3		1							
Addendum Issuance (if necessary)			1		2							
Assist with bid opening (do not attend)			1									
Review bids, prepare bid tab, and recommend award			3		1							
Total hours =	18	0	10	0	6	0	0	0	0	0	2	(1, 2, 3, 4, 5)
Total =	\$2,043.87	\$0.00	\$1,368.14	\$0.00	\$506.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123.81	\$45.60
GRAND TOTAL =	\$22,939.75											

Exhibit V-1

Exhibit V

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

(3) Computer Services
(4) Vendor Services

(5) Printing and Shipping

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. Geotechnical | (7) calendar days after receipt of NTP |
| | 2. Submittal of Preliminary Design Report Letter | (7) calendar days after receipt of NTP |
| | 3. Plans & Specifications | |
| | a. Submittal of 100% Plans and Contract Documents/Specifications for review | (28) calendar days after receipt of NTP |
| | b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | (7) calendar days after receipt of review comments |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|----------------------------------|---|
| 1. | Construction Services | As Required |
| 2. | Airport Layout Plan (ALP) Update | (60) calendar days after acceptance of construction by Sponsor |



REVISIONS	
NO.	DATE

LEE C. FINE MEMORIAL AIRPORT
 1111 LEE C. FINE ROAD
 BRAMLEY, MILLER COUNTY, MO 65017

**RECONSTRUCT SOUTHWESTERN
 APRON PAVEMENT**

CMT
 CONSULTANTS
 1111 LEE C. FINE ROAD
 BRAMLEY, MO 65017
 PHONE: 660-338-1111
 FAX: 660-338-1112
 WWW.CMT-CONSULTANTS.COM

FILE NUMBER	1111 LEE C. FINE ROAD
PROJECT NO.	1111 LEE C. FINE ROAD
DATE	11/11/11
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	
PROJECT	RECONSTRUCT SOUTHWESTERN APRON PAVEMENT
DATE	11/11/11

MOBILE: 660-338-1111 FAX: 660-338-1112 WWW.CMT-CONSULTANTS.COM

Submission Date: March 7, 2016
Submitted By: Airport Manager
Board Meeting Date: March 17, 2016

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

Description of Item:

Bill 16-29 – Budget Amendment for Reconstruct Southwestern Apron, Lee C. Fine Airport, project 16-046B-1.

	<u>Original Budget</u>	<u>Amended Budget</u>
45-00-773225 Apron Project (NEW ACCT) \$0	\$0	\$22,939.75

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

Staff, citizens and visitors to Osage Beach, Missouri Department of Transportation.

Why is Board Action Required?

Board approval required for budget amendments over \$5,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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

Requesting first and second reading of Bill 16-29.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
45-00-773225 Apron Project (NEW ACCT)	\$0	\$22,939.75

Comments and Recommendation of Department:

This project was not in the budget for 2016, but is listed as a future maintenance item for Lee C. Fine. Due to deteriorating conditions of the pavement, combined with the potential to reduce costs by starting this project prior to and/or during the Taxiway

Reconstruction, MoDOT has recommended this item to be considered for approval for FY2016.

The total project, engineering services and construction, is estimated to cost approximately \$380,000. FAA through MoDOT Aviation will be reimbursing the City 90% of the project. The City's responsibility is 10%.

This amendment is to add the CMT contract, engineering portion as awarded, to the FY2016 Budget. Once the construction contract is awarded an additional amendment will follow.

The Airport and Public Works Department recommends approval.

City Administrator Comments and Recommendation

Concur with the Airport Manager's and the Public Works Director's recommendations.

BILL NO. 16.29

ORDINANCE NO.16.29

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 15.97 ADOPTING THE 2016 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2016 Annual Budget adopted as Ordinance No. 15.97 is hereby amended by appropriating additional funds as follows:

	Original Item	Amended Item
45-00-773225 Apron Project	\$0	\$22,939.75

Section 2. In all other respects the 2016 Annual Budget adopted in Ordinance No. 15.97 remains in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.29 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. 16.29.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: March 7, 2016
Submitted By: Airport Manager
Board Meeting Date: March 17, 2016

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

Description of Item:

Bill 16-30 – Budget Amendment for the Parallel Taxiway Reconstruction Project 15-046B-1 at Lee C. Fine Airport.

	<u>Original Budget</u>	<u>Amended Budget</u>
45-00-773216 Taxiway Project	\$195,000	\$222,073

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

Staff, citizens and visitors to Osage Beach, Missouri Department of Transportation.

Why is Board Action Required?

Board approval required for budget amendments over \$5,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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

Requesting first and second reading of Bill 16-30.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
45-00-773216 Taxiway Project	\$195,000	\$222,073

Comments and Recommendation of Department:

On June 18, 2015, the Board approved to move forward with the Parallel Taxiway Project at LCF. The City was approved by MoDOT Aviation for grant funds, a 90/10 split. \$30,000 was budgeted in 2015 and \$195,000 was budgeted in 2016 for this phase. On December 17, 2015, the Board approved a consulting contract with Crawford, Murphy &

Tully, Inc. for Phase 1 Design of the Parallel Taxiway Reconstruction for \$222,073. In 2015 only a portion of the budgeted \$30,000 was spent by year end. 2016 \$195,000 was budgeted for completion of the consulting and design of the project.

This budget amendment amends the budget to reflect a carryover of cost from 2015.

The Airport Manger recommends approval.

City Administrator Comments and Recommendation

Concur with the Airport Manager's recommendation.

BILL NO. 16.30

ORDINANCE NO.16.30

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 15.97 ADOPTING THE 2016 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2016 Annual Budget adopted as Ordinance No. 15.97 is hereby amended by appropriating additional funds as follows:

	Original Item	Amended Item
45-00-773216 Taxiway Project	\$195,000	\$222,073

Section 2. In all other respects the 2016 Annual Budget adopted in Ordinance No. 15.97 remains in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.30 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. 16.30.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: March 9, 2016
Submitted By: Assistant City Administrator
Board Meeting Date: March 17, 2016

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

Description of Item:

Motion to approve the purchase of 130 street banners with brackets for the Osage Beach Parkway from Street Décor', Inc. for \$23,660.

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

City Staff, Vendor, and Citizens

Why is Board Action Required?

Board approval required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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

Requesting first and second reading.

Are there any deadlines associated with this action?

No. However, staff would like to get these purchased soon to allow Public Works time to have them up before the upcoming Memorial Day weekend.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
10-21-754220 Holiday Displays	\$50,000	\$23,660

Comments and Recommendation of Department:

Eleven bidders submitted for the Street Banner bid. The bid was for brackets and banners to replace the existing brackets and banners on the Osage Beach Parkway. 90 brackets and banners was our original estimate of purchase with a \$40,000 budget for these items (other items are budgeted under the total \$50,000 budget), however, with the cost per coming in very favorable in the bids we would like to purchase 130 banners. This would allow us to install a banner on every other light pole along the parkway instead of every third. Every other light pole will be more visibly pleasing and this year we have the budget to acquire the appropriate number of banners and brackets to do so.

A detailed street banner breakdown is attached that provides additional information on how we chose Street Décor. I worked closely with the Transportation Department to ensure that we purchased a product that allowed for a durable install and the easiest possible installation every year without sacrificing quality and longevity. Bracket design and banner material varied across the board in the bids. Street Décor is a leading name in the street banner industry, we have purchased from them in the past, and their references were all very positive. They are the company that other vendors, many on our bid list, buy their product from.

Assistant City Administrator recommends approval.

City Administrator Comments and Recommendation:

The banners that we have been using on along the parkway we did not put back up last month when the snow flake displays came down. They are very old and each year we have had more and more unsuitable for use. Unfortunately they can't be recreated exactly. The company that we originally purchased them from many years ago went out of business. We discovered this when we went to order some replacements. The size and design of the current banners, along with the bracket system, were not industry standard and were custom made for us years ago; therefore, a new banner design and bracket system is needed. Because of this we budgeted to purchase all new this year.

The Assistant City Administrator and the Transportation Department has worked together in this change. Concur with the Assistant City Administrator's recommendation.

Street Banner Bid Breakdown

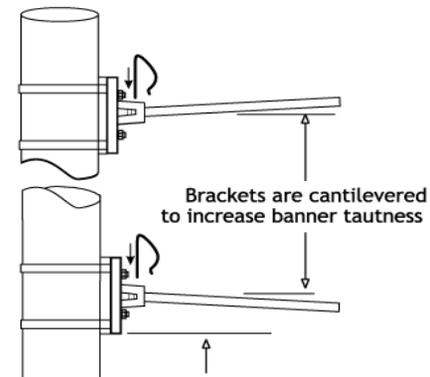
<u>Bidder Name</u>	<u>Bracket With Pull Pins</u>	<u>Cantilevered Bracket</u>	<u>Banner Material</u>	<u>(Q)ualifications (R)eferences</u>	<u>Artwork Samples Provided</u>	<u>Banner/Bracket Warrenty</u>	<u>Price Per</u>	<u>Additional Features</u>
Quinn Flags	Did not Specify	Did not Specify	Double Sided Vinyl	Q & R	yes	30 days	64.64	
Star Sales	Did not Specify	Did not Specify	Digitally Printed Vinyl/Double Sided	Q	no	Did not specify	96.98	
Project Graphics	no	no	Digitally Printed Vinyl/Double Sided	Q & R	yes	1 Year Bracket Only	129.98	Extended Warrenty costs extra/requires additional inspections
Mega Print	yes	Did not Specify	Digitally Printed matte vinyl/Double Sided	Q & R	yes	Did not specify	131.67	
Brown Printing	yes	Did not Specify	Double Sided	Q	no	Did not Specify	137.00	
Mosca Design	Did not Specify	Did not Specify	Digitally Printed Vinyl/Double Sided	Q & R	yes	4 years	138.00	
Rapid Signs	Did not Specify	Did not Specify	Double Sided	Q & R	yes	Did not specify	150.00	
Street Décor	Yes	Yes	Acrylic Coated Polyester/Double Sided	Q & R	Yes	3yrs banner/8yr bracket	182.00	
Carrot-Top	Did not Specify	Did not Specify	Acrylic Coated Polyester/Double Sided	Q & R	no	Did not specify	193.42	
Temple	Dovetail not pull pin	Did not Specify	Digital Poly Canvas/Double Sided	Q	yes	3yrs banner/lifetime bracket	214.00	Lifetime warrant may require require additional inspections
Smart Postal	Yes	Yes	Poly Vinyl/Double Sided	Q & R	Yes	10 year Bracket Only	275.00	

Note: All bids based on 90 brackets and banners (every third light Pole on Osage Beach Parkway including the loop). Every other will require 130 Brackets and banners

Bob Berlemann bberlemann@sbcglobal.net

	Description	Unit Price	Extension
#1	130 - 29x84, digital print designs, printed on acrylic coated polyester (Mainstreet) fabric, 3 year warranty	\$103.00	\$13,390.00
#2	130 - FibreFlex -3 adjustable bracket with banding	\$79.00	\$10,270.00
			\$23,660.00

Shipping paid by Street Decor



BID OPENING

Street Banners

02/0219/2016

11:30 a.m.

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

Bidder Name	Amount of Bid
Brown Printing	\$70.00 each, Brackets \$63.00 + \$60.00 Hour Desk Time
Carrot Top Industries	\$17,407.50
MOSCA Design	\$67.00 each backests, \$59.00 or \$69.00 each
Mega Print	\$11,850.00
Street Décor Inc.	\$16,470.00
Rapid Signs	\$13,500.00
Quinn Flags	\$5,817.60
Temple	\$15,300.00, \$16,100.00 or \$19,260.00
Smart Postal	\$24,750.00
Star Sales Co.	\$96.98 each
Project Graphics	\$5,850.00 Brackets \$4,310.10, \$4,906.80 or \$5,497.20