



REVISED 06/08/16

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
June 9, 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 05/05/16 (Page 01)
- Bills List (Page 09)
- Liquor Licenses (Page 34)

UNFINISHED BUSINESS

- A. Bill No. 16-40. Amendment to Zoning Ordinance. Group Home Spacing Requirements. Second Reading (Page 38)

NEW BUSINESS

- A. Public Hearing. Special Use Case 391. Request to Build Residential Dwelling Unit and Accessory Structures in a Commercial Zone (Page 47)**
- B. Vote on Special Use Case 391.**
- C. Bill No. 16-45. Authorize Mayor to Execute a Contract for the Nichols Road Reconstruction. First and Second Readings (Page 58)
- D. Bill No. 16-46. 2016 Budget Amendment for Nichols Road Improvements. First and Second Readings (Page 71)
- E. Bill No. 16-47. Authorize Mayor to Execute a Contract for Lee C. Fine Taxiway. First and Second Readings (Page 74)
- F. Bill No. 16-48. Authorize Mayor to Execute a Contract for Lee C. Fine Southwest Apron Reconstruction. First and Second Readings (Page 83)
- G. Bill No. 16-49. Authorize Mayor to Execute a Supplement Agreement with Crawford, Murphy & Tilly, Inc. for Lee C. Fine Southwest Apron. First and Second Readings (Page 91)
- H. Bill No. 16-50. 2016 Budget Amendment for Lee C. Fine Southwest Apron Reconstruction. First and Second Readings (Page 106)
- I. Bill No. 16-51. Authorize Mayor to Execute an Agreement with MoDot for Lee C. Fine Southwest Apron Reconstruction. First and Second Readings (Page 109)
- J. Bill No. 16-52. Authorize Mayor to Execute an Agreement Reappointing Judge William Washburn as City Municipal Judge. First and Second Readings (Page 135)
- K. Bill No. 16-53. Authorize Mayor to Transfer Non-Primary Entitlements from Grand Glaize Airport to Lee C. Fine Airport. First and Second Readings (Page 140)
- L. Bill No. 16-54. Authorize Mayor to Execute a Mutual Aid Equipment Agreement with Camden County and Public Works. First and Second Readings (Page 143)
- M. Authorization to Apply for a Loan through the MoDOT's STAR Loan Program to Cover the City's Portion of the Lee C. Fine Taxiway Project. (Page 154)
- N. Authorize Purchase of Server Equipment from Dell Inc. (Page 156)
- O. Authorize Purchase of Storage Upgrade Equipment from Dell Inc. (Page 159)
- P. Approval to Renew Microsoft Software Licenses for an Annual Renewal Fee. (Page 162)

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

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

May 19, 2016

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, May 19, 2016 at 6:30 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Jeff Bethurem, Alderman Phyllis Marose, Alderman Ron Schmitt, Alderman Kevin Rucker and Alderman Tom Walker. Dorothy Urlicks, Deputy City Clerk was present and performed the duties of the City Clerk in her absence.

Mayor's Communications.

Mayor Olivarri congratulated all the 2016 graduates and their families, adding that two staff members are with their graduates tonight and wished them well.

Citizens Communications.

Peter and Amy Hernandez, owners of La Roca Club, spoke regarding the sign at the corner of Lions Road and Osage Beach Parkway. When they bought the Lions Club building they were told that the sign was included in the purchase. After they put their business name on the sign they were told they couldn't use the sign. This is detrimental to their business. They hear the officials say they want to promote business on this side of the Parkway. Mayor Olivarri asked them to send him a letter and reason for using the sign and he will look into the matter.

Clark Fickle spoke regarding the road conditions of Lions Road. He feels it should be maintained. Mayor Olivarri asked Nick Edelman, Public Works Director to get in touch with Mr. Fickle to see what needs to be done with Lions Road.

Consent Agenda.

Mayor Olivarri requested to modify the agenda to put the three items regarding funding requests to be read back to back starting with the Lake Race Festival of Speed. There was no opposition and the agenda was modified.

Alderman Marose moved to approve the consent agenda which includes minutes of the regular meeting held on May 5, 2016, the bills list as submitted, and liquor licenses as recommended. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

Unfinished Business.

Bill No. 16-18. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 500.037 ADOPTING THE 2012 INTERNATIONAL BUILDING CODE TO PERMIT THE USE OF HORIZONTAL GUARDS OR RAILS ON RESIDENTIAL PREMISES

Alderman Rucker was concerned regarding the process and the reason this was not brought to the Board of Appeals. Ron White, Building Official, explained that the Board of Appeals is brought in when there is a dispute over interpretation of a building code. This was not the case in this item.

After a brief discussion, Mayor Olivarri presented the second and final reading of Bill No. 16-18 by title only. It was noted that the 90 day requirement for the second reading has been fulfilled.

Alderman Bethurem moved to approve the second and final reading of Bill No. 16-18 as presented by title only. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-18 and to pass same into Ordinance: “Ayes”: Alderman Bethurem, Alderman Walker & Alderman Marose. “Nays”: Alderman Schmitt & Alderman Rucker. Bill No. 16-18 was passed and approved as Ordinance No. 16.18.

Bill No. 16-39. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS TO SUPPORT THE LAKE RACE FESTIVAL OF SPEED EVENT ON JUNE 2, 2016

Assistant City Administrator, Mike Welty, explained that this was tabled at the last Board of Aldermen meeting so the applicant could bring a budget for their expenses and they have done so. Alderman Rucker questioned permit fees on their budget, he asked if they were for City permits and if they were for City permits would the City be able to waive these fees.

City Attorney, Ed Rucker, advised that the City would not waive permit fees because the permit is a fee that you have to apply equally to everyone and we do not want to get in the business of waiving fees.

Alderman Bethurem asked what the balance of funds available are remaining in this budget. Mike Welty stated there is eight thousand dollars (\$8,000.00) left in this budget. Mayor Olivarri stated this is a three thousand dollar (&3,000.00) request, the next item is a three thousand dollar (\$3,000.00) request and the last item is a five thousand dollar (\$5,000.00) request totaling eleven thousand dollars (\$11,000.00) with a remaining budget of eight thousand dollars.(\$8,000.00)

Alderman Marose spoke about the Can-Am games which she is in favor of, doesn't happen until 2018, asked if we could delay donating money until next year's budget. Alderman Rucker stated there is no guarantee that the budget for next year will have the funds for this. It is not right for us to encumber a board for next year with this obligation, there may be different members on the board at that time.

Alderman Bethurem moved to amend Bill No. 16-39 to two thousand dollars (\$2,000.00). Alderman Marose seconded the motion which was voted on and passed.

Mayor Olivarri presented the first reading of Bill No. 16-39 by title only. It was noted that Bill No. 16-39 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 16-39 in the amount of two thousand dollars (\$2,000.00) by title only. Alderman Walker seconded the motion which was voted on and passed.

Mayor Olivarri presented the second and final reading of Bill No. 16-39 in the amount of two thousand dollars (\$2,000.00) by title only. It was noted that Bill No. 16-39 has been available for public review.

Alderman Marose moved to approve the second and final reading of Bill No. 16-39 as presented by title only. Alderman Bethurem seconded the motion. The following roll call vote was taken to

approve the second and final reading of Bill No. 16-39 and to pass same into Ordinance: “Ayes”: Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Marose, Alderman Bethurem. “Nays”: None. Bill No. 16-39 was passed and approved as Ordinance No. 16.39.

New Business.

Bill No. 16-42. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS TO SUPPORT THE FIRE FIGHTER COMBAT CHALLENGE EVENT SUPPORT REQUEST

Assistant City Administrator, Mike Welty, explained that attached is Fire Fighter Combat Challenge Planning Committee’s Event Support form submitted on May 4, 2016, along with event sponsorship information and form. The request is for \$2,500 Gold Sponsorship for the Fire Fighter Combat Challenge at the Lake of the Ozark to be held on September 24-25, 2016, at the Osage Beach Premium Outlet Mall.

FY2016 Event Support Budget (10-21-754250)	\$10,000
Prior support: Bike Fest (BOA 3/3/16)	<\$ <u>2,000</u> >
Balance Available to date:	<u>\$ 8,000</u>

Alderman Rucker moved to amend Bill No. 16-42 to one thousand dollars (\$1,000.00). Alderman Bethurem seconded the motion which was voted on and passed.

Mayor Olivarri presented the first reading of Bill No. 16-42 by title only. It was noted that Bill No. 16-42 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 16-42 in the amount of one thousand dollars (\$1,000.00). Alderman Marose seconded the motion which was voted on and passed.

Mayor Olivarri presented the second and final reading of Bill No. 16-42 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 16-42 in the amount of one thousand dollars (\$1,000.00). Alderman Walker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-42 and to pass same into Ordinance: “Ayes”: Alderman Rucker, Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt. “Nays”: None. Bill No. 16-42 was passed and approved as Ordinance No. 16.42.

Bill No. 16-43. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS TO SUPPORT THE CANAM POLICE AND FIRE GAMES PLANNING COMMITTEE’S EVENT SUPPORT REQUEST

Assistant City Administrator, Mike Welty, explained that a request for funding for the Can-Am Police and Fire Games Planning Committee’s Event Support form submitted to me on May 4, 2016, along with event sponsorship information and form. The request is for \$5,000 Silver Sponsorship for the 2018 Can Am Police and Fire Games to be held June 25-July 1, 2018 throughout the Lake area with 15 sports taking place in Osage Beach.

FY2016 Event Support Budget (10-21-754250)	\$10,000
Prior support: Bike Fest (BOA 3/3/16)	<\$ <u>2,000</u> >

Balance Available to date:

\$ 8,000

Mayor Olivarri presented the first reading of Bill No. 16-43 by title only. It was noted that Bill No. 16-43 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 16-43. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Olivarri presented the second and final reading of Bill No. 16-43 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 16-43. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-43 and to pass same into Ordinance: “Ayes”: Alderman Marose, Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker. “Nays”: None. Bill No. 16-43 was passed and approved as Ordinance No. 16.43.

Bill No. 16-40. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 405.130, 405.140, 405.690 OF THE ZONING CODE BY REPEALING THE SAME AND REENACTING THREE NEW SECTIONS OF THE SAME NUMBERS ALL TO REDUCE THE SPACING REQUIREMENT BETWEEN GROUP HOMES FROM 5260 FEET TO 1000 FEET AND TO CREATE A NEW SECTION 405.735, TO CREATE A REASONABLE ACCOMMODATION POLICY AND PROCEDURE

City Attorney, Ed Rucker, explained that the amendment to Bill No. 16-40 addresses the 2015 demand letter from the Department of Housing and Urban Development alleging that Sections 405.130, and 405.140, of the Osage Beach Municipal Code as they related to group homes are a probable violation of the Fair Housing Act and the Americans with Disabilities Act because those sections contain a spacing requirement of at least 5,260 feet between each such use.

Mr. Rucker said the City has been placed on notice of this issue and should amend our ordinance to comply with the law. This ordinance will also create a reasonable accommodation policy and procedure and the amendment to Section 405.690 will provide an avenue of appeal under the new policy to the Board of Zoning Adjustment.

City Attorney recommended adoption of this ordinance.

Mayor Olivarri presented the first reading of Bill No. 16-40 by title only. It was noted that Bill No. 16-40 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 16-40. Alderman Bethurem seconded the motion which was voted on and passed.

Bill No. 16-41. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE LOCATION OF TWO STOP SIGNS ON INLET LANE AT THE INTERSECTION WITH GREENWOOD CIRCLE AS INDICATED HEREIN.

Complaints have been received about traffic control at the Greenwood Circle – Inlet Lane Intersection which intersect at a four way intersection. There have been a number of new homes recently built on Inlet Lane that has caused an increase in traffic. Public Safety Director Nick Edelman is recommending that two stop signs on Inlet Lane at the intersection of Greenwood Circle be installed. This would require the Inlet Lane traffic to stop before proceeding onto Greenwood Circle.

The Public Works Department recommends approval of this ordinance.

Mayor Olivarri presented the first reading of Bill No. 16-41 by title only. It was noted that Bill No. 16-41 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 16-41. Alderman Bethurem seconded the motion which was voted on and passed.

Mayor Olivarri presented the second and final reading of Bill No. 16-41 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 16-41. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-41 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Rucker, Alderman Marose, Alderman Bethurem, Alderman Walker. "Nays": None. Bill No. 16-41 was passed and approved as Ordinance No. 16.41.

Bill No. 16-44. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STEWART SIGNS TO PURCHASE AND INSTALL A SIGN AT THE OSAGE BEACH CITY PARK

Matt Vandervoort, Parks Manager, explained the Parks Department recently concluded an IFB process for the budgeted LED Entrance Sign at City Park. Upon reviewing the submitted bids it was determined that Stewart Signs of Sarasota, Florida was the low bidder at a total purchase and installation price of \$29,940.

The following bids were received:

Missouri Neon	\$33,022.70 \$35,141.90
In Sight Vinyl Graphics	\$31,143.75 \$33,130.99
Stewart Signs	\$22,438.00 \$25,940.00 (not including installation)
Piros Signs	\$34,270.00 \$36,755.00
The Sign Source	\$26,680.20 \$34,460.52

The amount budgeted for this project was \$35,000. \$4,200 of that has been spent on Ameren to provide electrical hookup at the site. References were called upon and we got favorable results regarding Stewart Signs.

Stewart Signs is UL Certified. They have over 45 years of experience in the industry, with over 45,000 signs around the nation. Their sign provides a Makrolon face and vandal cover and all aluminum cabinets to prevent rust. The sign will be a two-sided 6' x 8' Tekstar, 16mm full color LED that offers 6 lines of text and various video capabilities.

The Parks and Recreation Department recommends approval.

Alderman Walker questioned if there were local bidders. Matt Vandervoort said there were some from Missouri, but the only one from Osage Beach was The Sign Source. Alderman Walker asked if maintenance or warranty would be a problem with non-local bidder. Matt answered that the references said they had no problems. Cary Patterson, City Planner, said he has found that these companies use local contractors to install and handle any problems that may arise.

Mayor Olivarri presented the first reading of Bill No. 16-44 by title only. It was noted that Bill No. 16-44 has been available for public review. Alderman Marose moved to approve the first reading of Bill No. 16-44. Alderman Bethurem seconded the motion which was voted on and passed.

Mayor Olivarri presented the second and final reading of Bill No. 16-44 by title only. Alderman Bethurem moved to approve the second and final reading of Bill No. 16-44. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-44 and to pass same into Ordinance: “Ayes”: Alderman Bethurem, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Marose. “Nays”: None. Bill No. 16-44 was passed and approved as Ordinance No. 16.44.

Appointments. Board Representation on Boards and Commissions

Alderman Bethurem, Board President, appointed the following appointments:

Planning Commission	Alderman Walker
Liquor Control Board	Alderman Marose
Joint Sewer Board	Alderman Schmitt
TIF Commission	Alderman Rucker
Dierbergs TDD	Mayor Olivarri and City Administrator Jeana Woods
LOCLG	Mayor Olivarri
LO Solid Waste District	Jeana Woods, City Administrator

Alderman Marose moved to confirm the appointments as recommended. Alderman Bethurem seconded the motion which was voted on and passed.

Appointments to Commissions, Boards and Committees.

Mayor Olivarri made the following appointments:

Board of Zoning Adjustment – Gloria O’Keefe - five year term

Board of Appeals –Reappointment of Kevin Carter – five year term

Citizens Advisory Committee – Reappointment of Gloria O’Keefe; Geniece Tyler; Roger Rand; Jim Morris; Brian Schuster – two year terms

Joint Sewer Board – Reappointment of Gary Hamner – three year term

Liquor Control Board – John Berry, Collector and Chairman; Todd Davis, Police Chief; Jerry Fox, Planning Commission Chairman; Board representative – one year terms

TIF Commission – Reappointment of Ron Rule - four year term

Planning Commission – Tony Kern; Alan Blair – four year terms

Alderman Rucker moved to confirm the appointments as requested. Alderman Marose seconded the motion which was voted on and passed.

Communications from Members of the Board of Aldermen.

Alderman Marose. Phyllis Marose thanked the Board for approval of the \$2,000.00 donation to the Lake Race Festival of Speed. She also wanted to let us know that Mayor Olivarri will be doing a ribbon cutting that evening at 4 pm.

Alderman Marose requested changing the Board of Alderman meeting schedule for the month of June to June 9th and 23rd due to conflict with the Lake Race.

Alderman Marose moved to change the June, 2016 Board of Aldermen meetings to June 9, 2016 at 6:30 pm and June 23, 2016 at 6:30 pm. Alderman Bethurem seconded the motion which was voted on and approved.

Staff Communications.

Assistant City Administrator. Mike Welty reported that the Welcome to Summer event with fireworks is going to be a great event and hopes to see everyone there.

City Planner. Cary Patterson thanked the Board for adding Gloria, Allen and Tony to the Planning Commission.

City Treasurer. Karri Bell thanked the Board for their support and annual training at GFOA. Her department is wrapping up loose ends for the annual audit.

City Engineer. Nick Edelman will be issuing a press release that at the intersection of Barry Prewitt Parkway and Osage Beach Parkway will be milled and overlay during the night on Monday or Tuesday of next week depending on weather.

Nick gave an update on Swiss Village water tower, the bowl on the inside is finished and the contractor is working on the outside at this time.

Park Department. Matt Vandervoort reported the fence at Peanik Park is cleaned up and working on getting contractors there to finish up. Mayor Olivarri commented on how nice the Park looks.

Executive Session. Alderman Bethurem moved to close the meeting pursuant to RSMo. Section 60.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. Alderman Marose seconded the motion. The following roll call

was taken to close the meeting: “Ayes”: Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Marose, Alderman Bethurem. “Nays”: None. The meeting was therefore closed.

Closed Session

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

No announcements were made following the closed session.

There being no further business to come before the Board, the meeting adjourned at 7:55 p.m.

I, Dorothy Urlicks, Deputy City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on May 19, 2016.

Dorothy Urlicks, Deputy City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
June 9, 2016**

Bills Paid Prior to Board Meeting	313,243.21
Payroll Paid Prior to Board Meeting	240,869.06
SRF Transfer Prior to Board Meeting	236,856.04
TIF Transfer Dierbergs	11,667.30
TIF Transfer Prewitt's Pt	102,365.05
Bills Pending Board Approval	445,697.30
Total Expenses	<u>1,350,697.96</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,958.27-
			ADJUST PR DEDUCTIONS	169.05-
			ADJUST PR DEDUCTIONS	10.78-
			Dental Insurance Premiums	544.81
			Dental Insurance Premiums	519.47
			Health Insurance Contribut	603.50
			Health Insurance Contribut	568.00
			Health Insurance Contribut	440.00
			Health Insurance Contribut	420.00
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	107.60
			Vision Insurance Contribut	33.84
			Vision Insurance Contribut	31.96
			Vision Insurance Contribut	64.09
			Vision Insurance Contribut	64.09
		MO DEPT OF REVENUE	APR CVC COLLECTIONS	747.13
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #81106219	150.00
			Case #31550944	138.46
			Case #31550944	138.46
		MO DEPT OF REVENUE	PARK, BOOKS, MISC SALES TA	235.89
			State Withholding	3,530.43
			State Withholding	3,616.00
		MO TREASURER BUDGET DIRECTOR	PEACE OFFCR STNDRDS/TRAINI	206.00
		INTERNAL REVENUE SERVICE	Fed WH	11,001.78
			Fed WH	11,475.55
			FICA	6,560.17
			FICA	6,625.81
			Medicare	1,534.28
			Medicare	1,549.58
		LEGALSHIELD	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	186.42
			Loan Repayment	186.42
			Loan Repayments	170.36
			Retirment 457 &	786.26
			Retirment 457 &	203.57
			Retirement 457	875.00
			Retirement 457	875.00
			Loan Repayments	709.35
			Loan Repayments	336.60
			Loan Repayments	449.94
			Loan Repayments	449.94
			Loan Repayments	527.25
			Loan Repayments	481.74
			Loan Repayments	235.09
			Loan Repayments	268.86
			Loan Repayments	162.85
			Loan Repayments	162.85
			Loan Repayments	109.74
			Loan Repayments	109.74
			Loan Repayments	155.86
			Loan Repayments	155.86
			Loan Repayments	526.14
			Loan Repayments	526.14
			Loan Repayments	326.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	326.32
			Retirement Roth IRA %	155.88
			Retirement Roth IRA %	155.88
			Retirement Roth IRA	340.00
			Retirement Roth IRA	340.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AFLAC	Aflac Insurance Premiums	45.21
			Aflac Insurance Premiums	45.21
		CITIZENS AGAINST DOMESTIC VIOLENCE	APR CADV COLLECTIONS	198.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,250.05
			American Fidelity	1,162.67
			Amerian Fidelity	843.18
			Amerian Fidelity	801.58
			ADJUST PAYROLL DEDUCTIONS	40.57
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	322.97
			ADJUST PAYROLL DEDUCTIONS	59.45-
			Group Life Ins and Buy Up	108.68
			Group Life Ins and Buy Up	102.28
		JP MORGAN CHASE BANK	HSA Contribution	175.00
			HSA Family/Dep. Contributi	1,295.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	0.79
			Dependent Care	208.33
			Dependent Care	208.33
			Flexible Spending Accts -	10.00
			Flexible Spending Accts -	10.00
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	13.60
			Texas Life After Tax	187.61
			Texas Life After Tax	122.28
		CIRCUIT CLERK OF DALLAS COUNTY	Case No. 12DA-CC00055	141.04
		ONE TIME VENDOR	Bond Refund:150649504-01	150.00
			Bond Refund:061178979-01	50.00
			TOTAL:	66,871.60
Mayor & Board	General Fund	VISELLI, NANCY	05/10/16 P & Z MEETING	25.00
		INTERNAL REVENUE SERVICE	FICA	178.76
			Medicare	41.83
		ICMA	Retirement 401	173.00
		PETTY CASH	EGGS & ISSUES - MAROSE	15.00
			EGGS & ISSUES - WALKER	12.00
		BANKCARD CENTER 5352	NAME PLATES	51.60
			CUSTOM STAMP	40.50
		FOX, JERRY	05/10/16 P & Z MEETING	25.00
		HANDEL, JAMES	05/10/16 P & Z MEETING	25.00
		MYLER, MICHELLE	05/10/16 P & Z MEETING	25.00
		CHISHOLM, DON	05/10/16 P & Z MEETING	25.00
			TOTAL:	637.69
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	1,038.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,038.22
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
		INTERNAL REVENUE SERVICE	FICA	462.19
			FICA	472.82
			Medicare	108.09
			Medicare	110.58
		ICMA	Retirement 401	461.04
			Retirement 401	457.56
		PETTY CASH	EGGS & ISSUES - WOODS, WEL	30.00
			EGGS & ISSUES - WELTY	12.00
		BANKCARD CENTER 5352	NAME PLATE	10.32
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	22.14
			Group Life Ins and Buy Up	16.29
			Short Term Disability Ins	27.06
			Short Term Disability Ins	18.65
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,650.78
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
		INTERNATIONAL INSTITUTE OF MUNICIPAL CL	ANNUAL MEMBERSHIP - D WARN	170.00
		INTERNAL REVENUE SERVICE	FICA	292.97
			FICA	305.84
			Medicare	68.51
			Medicare	71.53
		ICMA	Retirement 401	255.48
			Retirement 401	255.48
		PETTY CASH	MILEAGE REIMB - TUSCUMBIA	27.54
		BANKCARD CENTER 5352	NAME PLATES	20.64
			RULES OF ORDER	37.45
		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	150.00
			TOTAL:	4,629.70
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.57
			Health Insurance Contribut	201.57
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	491.64
			FICA	495.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	114.98
			Medicare	115.91
		ICMA	Retirement 401	481.26
			Retirement 401	479.64
		STARK, TIFFANY	INCODE LODGING - T STARK	813.09
		WHITE, APRIL	MILEAGE REIMB A WHITE	16.20
		BANKCARD CENTER 5352	NAME PLATE	10.32
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	24.68
			Group Life Ins and Buy Up	30.53
			Short Term Disability Ins	27.06
			Short Term Disability Ins	35.47
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	4,802.29
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	72.71
			FICA	77.58
			Medicare	17.01
			Medicare	18.14
		ICMA	Retirement 401	75.07
			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:	1,549.70
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
		INTERNAL REVENUE SERVICE	FICA	315.42
			FICA	318.74
			Medicare	73.77
			Medicare	74.54
		ICMA	Retirement 401	308.46
			Retirement 401	308.46
		BANKCARD CENTER 5352	NAME PLATE	10.32
			RULES OF ORDER	37.45
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	14.97
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,678.66
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	1,557.33
			Health Insurance Contribut	1,038.22
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	10.78
		INTERNAL REVENUE SERVICE	FICA	343.82
			FICA	369.12
			Medicare	80.41
			Medicare	86.33
		ICMA	Retirement 401	343.86
			Retirement 401	357.21
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	32.44
		BANKCARD SERVICES 7663	HARDHAT	24.36
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	14.87
			Short Term Disability Ins	27.06
			Short Term Disability Ins	18.04
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	375.00
		WEX BANK	BLDG DEPT FUEL	35.91
			TOTAL:	4,900.88
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SERV 04/15-05/15	3,188.87
		PETTY CASH	JANITORIAL KEYS	18.81
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	1,509.33
			TOTAL:	4,717.01
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
		BANKCARD CENTER 0857	LIQUOR LIC CRIMINAL RECORD	13.25
		INTERNAL REVENUE SERVICE	FICA	261.21
			FICA	337.54
			Medicare	61.10
			Medicare	78.94
		ICMA	Retirement 401	229.15
			Retirement 401	228.71
		LOWE'S	CHISEL	5.68
			CONCRETE MIX	34.80
			6X6X12 TREATED #2	136.68
			SCREWDRIVERS	3.72
			PLIERS	3.78
			CABLE TIES, PVC, CONN	26.31
			CEDAR BOARDS, 10 OZ LN HVY	90.62
			REMOVAL TOOL	1.70
			BITS, STRAP	17.05
			RATCHETS, 3 IN FOAM	42.65
			PVC	5.59
			1000' REFELCTIVE CAUTION	11.00
			PROPANE TANKS EXCHANGE	50.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELBOW	5.31
			PVC	5.49
			AA BATT, DEER CNTRL, WASP	61.05
			PVC CLAMP	0.97
			RETURN PVC	5.59-
			TAPE MEAS, RAIN GAUGE, SHE	84.47
			UTILITECH 12 GA, DRP 3-TR	35.10
		BANKCARD CENTER 5352	GRANT APP TABS	68.98
			CONCESSION SUPPLIES	57.77
			SCOREBOOKS	29.95
			REGISTER TAPE	17.79
		AT&T MOBILITY-CELLS	PARK CELL PHONE	32.44
		CAMDEN COUNTY CLERK	PARK LIQUOR LIC RENEWAL	50.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	12.40
			Group Life Ins and Buy Up	12.40
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		WCA WASTE CORPORATION	APR POJ SERVICE	110.00
		WEX BANK	PARK DEPT FUEL	504.33
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	27.14
			FISH HATCHERY RD MAINT BLD	21.56
			CITY PARK #2 DISPLAY C	10.24
			SOCCER FIELDS	57.06
			CITY PARK #2 DISPLAY D	10.24
			FISH HATCHERY RD BALL FIEL	668.32
			CITY PARK #2 DISPLAY B	11.08
			CITY PARK #2 DISPLAY A	10.24
			HWY 42 BALL PK LTS	25.89
			CITY PARK #2 IRRIGATION PU	10.49
		WEST, GREG	UMPIRE FEES 5/12/16	80.00
			UMPIRE FEES 5/19/16	80.00
			TOTAL:	5,919.41
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	447.80
			Health Insurance Contribut	447.80
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	132.84
			FICA	138.36
			Medicare	31.07
			Medicare	32.36
		ICMA	Retirement 401	133.89
			Retirement 401	133.89
		BANKCARD CENTER 5352	NAME PLATE	10.32
		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
		BANKCARD CENTER 0833	LUNCH FOR ATTORNEY	49.69
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,733.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Overhead	General Fund	FEDERAL EXPRESS CORP	SHIPPING	62.14
		AT & T/CITY HALL	SERV 05/05-06/04/16	4,108.25
		TYLER TECHNOLOGIES INC	SECURE SIGNATURE	138.00
		CNA SURETY	MO NOTARY PUBLIC - D WARNE	50.00
		WEX BANK	CITY HALL GPS	350.00
			TOTAL:	4,708.39
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	2,842.61
			FICA	2,969.67
			Medicare	664.81
			Medicare	694.53
		PETTY CASH	TOLL BRIDGE TOLL	6.00
		LEA DATA TECHNOLOGIES	TRAINING MODULE PURCHASE	1,220.00
		ICMA	Retirement 401	2,830.14
			Retirement 401	2,829.34
		LOU FUSZ FORD INC.	2016 POLICE INTERCEPTOR UT	27,655.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	24.69
		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
		BANKCARD CENTER 0833	LANEG MTG SODA	26.47
			LANEG MTG ICE	5.00
			LANEG MTG PIZZA	334.66
			DELL LAPTOP BATTERY	14.52
			LAPTOP REPLACEMENT BATTERY	19.13
			CAR WASHES	24.00
		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
		GORSLINE, TOM	FUEL REIMB	22.70
		WEX BANK	POLICE DEPT FUEL	3,112.59
			POLICE DEPT CAR WASHES	182.13
MO DEPT NATURAL RESOURCES	APPLICATION FEE	100.00		
ONE TIME VENDOR MITCHELL, ALEXANDER	ALCOHOL COMPLIANCE CHECK	40.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HAMMOND, SETH	ALCOHOL COMPLIANCE CHECK	40.00
			TOTAL:	70,894.09
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	238.08
			Dental Insurance Premiums	208.32
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	403.14
			Health Insurance Contribut	403.14
			Health Insurance Contribut	519.11
			Health Insurance Contribut	519.11
			Health Insurance Contribut	2,239.00
			Health Insurance Contribut	1,791.20
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		AT & T/CITY HALL	SERV 04/23-05/22/16	1,347.90
		INTERNAL REVENUE SERVICE	FICA	658.69
			FICA	709.64
			Medicare	154.05
			Medicare	165.95
		PETTY CASH	NOTARY SWEARING IN -LINDWE	3.00
		ICMA	Retirement 401	658.84
			Retirement 401	662.88
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
			American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	53.60
			Group Life Ins and Buy Up	47.32
			Short Term Disability Ins	90.20
			Short Term Disability Ins	81.18
		BANKCARD CENTER 0833	EXCEL BASICS	7.00
			NOTARY STAMP	21.90
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	300.00
			TOTAL:	11,533.20
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
		BANKCARD CENTER 3333	DRAFTING TABLE	836.00
		INTERNAL REVENUE SERVICE	FICA	155.84
			FICA	157.87
			Medicare	36.45
			Medicare	36.92
		ICMA	Retirement 401	152.77
			Retirement 401	152.77
		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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,593.74
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	345.27
			FICA	273.00
			Medicare	80.75
			Medicare	63.85
		ICMA	Retirement 401	311.13
			Retirement 401	230.59
		AT & T /EMSGTWY_SBC	BAL APR SERV	0.15
		AT&T MOBILITY-CELLS	SERV 04/13-05/12/16	974.40
			IT DEPT CELL PHONE	189.44
		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:	3,518.44
Emergency Management	General Fund	BANKCARD CENTER 0833	LODGING MOEMC CONF - DAVIS	188.38
			LODGING MOEMC CONF - DAVIS	188.38
			TOTAL:	376.76
Economic Development	General Fund	WOODS, JEANA	MEALS- J WOODS, HRTLND ECO	30.00
		BANKCARD SERVICES 7564	LOREDC LUNCH	11.80
			LODGING KC - J WOODS	434.08
		LAKE OF THE OZARKS WATERSHED ALLIANCE	LAKE RACE FESTIVAL SPONSOR	2,000.00
			TOTAL:	2,475.88
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.87
			Dental Insurance Premiums	92.87
			Health Insurance Premium	56.41
			Health Insurance Premium	56.41
			Health Insurance Contribut	70.98
			Health Insurance Contribut	70.98
			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	399.95
			State Withholding	429.25
		INTERNAL REVENUE SERVICE	Fed WH	1,115.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Fed WH	1,206.24
			FICA	841.54
			FICA	882.01
			Medicare	196.83
			Medicare	206.27
		ICMA	Retirement 457	151.41
			Retirement 457	151.41
			Retirement Roth IRA	50.75
			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:	7,031.06
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.14
			Dental Insurance Premiums	218.14
			Dental Insurance Premium	28.52
			Dental Insurance Premium	28.52
			Health Insurance Premium	239.07
			Health Insurance Premium	239.07
			Health Insurance Contribut	336.62
			Health Insurance Contribut	336.61
			Health Insurance Contribut	1,038.21
			Health Insurance Contribut	1,038.22
			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	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	3.16
			Vision Insurance Contribut	20.13
			Vision Insurance Contribut	20.13
		INTERNAL REVENUE SERVICE	FICA	841.56
			FICA	882.02
			Medicare	196.79
			Medicare	206.27
		ICMA	Retirement 401	820.70
			Retirement 401	817.93
		BANKCARD CENTER 5106	BRANSON HILTON - EDELMAN	96.83
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	48.45
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	283.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	58.07
			Group Life Ins and Buy Up	58.07
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	24.28
			Flexible Spending Accts -	24.28
		WEX BANK	ENG-TRANS	62.23
			TRANS DEPT FUEL	1,244.78
			TRANS GPS	316.75
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	66.80
			872 PASSOVER RD STREET LIG	70.82
			KK DR LTG PALISADES COMMON	115.28
			680 PASSOVER RD LIGHTING C	55.58
			5757 CHAPEL MAINT SALT BLD	10.24
			STREET LIGHTS	3,902.22
			STREET LIGHTING	1,429.69
			TOTAL:	19,761.42
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	WATER SALES TAX	2,780.96
			State Withholding	306.71
			State Withholding	321.94
		INTERNAL REVENUE SERVICE	Fed WH	859.89
			Fed WH	888.89
			FICA	665.10
			FICA	688.22
			Medicare	155.53
			Medicare	160.95
		ICMA	Retirement 457	119.86
			Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	16.08
			Loan Repayments	42.21
			Loan Repayments	42.21
			Loan Repayments	208.38
			Loan Repayments	208.38
			Retirement Roth IRA	59.50
			Retirement Roth IRA	59.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	120.09
			American Fidelity	120.09
			Amerian Fidelity	57.25
			Amerian Fidelity	57.25
		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
			TOTAL:	8,683.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	173.20		
			Dental Insurance Premiums	173.20		
			Dental Insurance Premium	11.27		
			Dental Insurance Premium	11.27		
			Health Insurance Contribut	133.04		
			Health Insurance Contribut	133.03		
			Health Insurance Contribut	1,033.03		
			Health Insurance Contribut	1,033.03		
			Health Insurance Contribut	1,567.30		
			Health Insurance Contribut	1,567.30		
			Vision Insurance Contribut	10.73		
			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	665.07	
				FICA	688.24	
				Medicare	155.54	
				Medicare	160.94	
		ICMA	Retirement 401	638.65		
			Retirement 401	630.41		
		MO DEPT OF REVENUE MOTOR VEHICLE & DRI BANKCARD CENTER 5106	CDL LIC W/HAZMAT T LEIGH	140.00		
			BRANSON HILTON - EDELMAN	96.84		
			JAMS DIRECT ITEM	96.26		
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	121.60		
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN LEIGH, AUDREY	WATER JANITORIAL SERV	283.00		
			REIMB CDL PERMIT - T LEIGH	33.75		
			MILEAGE REIMB 05/11-05/17/	21.60		
			HAZMAT LIC FINGERPRNTS-LEI	86.00		
			HAZMAT LIC MILEAGE REIMB-L	99.36		
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44		
			American Fidelity	3.44		
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	38.02		
			Group Life Ins and Buy Up	38.02		
			Short Term Disability Ins	49.45		
			Short Term Disability Ins	49.45		
		JP MORGAN CHASE BANK	HSA Contribution	24.75		
			HSA Family/Dep. Contributi	411.74		
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44		
			Flexible Spending Accts -	3.44		
		WEX BANK	ENG -WATER FUEL	62.24		
			WATER DEPT FUEL	989.55		
			WATER GPS	141.75		
		AMEREN MISSOURI	PARKVIEW WELL	521.38		
			BLUFF RD WATER TOWER	330.15		
			COLLEGE WELL BEHIND CHURCH	1,895.36		
			WELL #2 LK RD 54-59	37.16		
			SWISS VILLAGE WELL	2,112.48		
			COLUMBIA COLLEGE WELL	1,307.54		
			COLUMBIA COLLEGE TOWER	168.21		
		MANKEY, KYLE	MILEAGE REIMB 05/04-05/10/	81.00		
		EZRA THOMAS REYNOLDS DBA	CDL TRAINING - TREY LEIGH	520.00		
			TOTAL:	18,597.78		
		NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	86.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	86.80
			Health Insurance Contribut	106.86
			Health Insurance Contribut	106.86
			Health Insurance Contribut	50.00
			Health Insurance Contribut	50.00
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	16.20
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	6.90
			Vision Insurance Contribut	6.90
		MO DEPT OF REVENUE	State Withholding	422.34
			State Withholding	440.81
		INTERNAL REVENUE SERVICE	Fed WH	1,319.02
			Fed WH	1,334.26
			FICA	811.26
			FICA	804.10
			Medicare	189.72
			Medicare	188.06
		ICMA	Retirment 457 &	48.03
			Retirment 457 &	44.07
			Retirement 457	121.92
			Retirement 457	121.92
			Loan Repayments	21.11
			Loan Repayments	21.11
			Loan Repayments	42.21
			Loan Repayments	42.21
			Loan Repayments	50.96
			Loan Repayments	50.96
			Retirement Roth IRA	49.75
			Retirement Roth IRA	49.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	150.50
			American Fidelity	150.50
			Amerian Fidelity	72.93
			Amerian Fidelity	72.93
		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
			TOTAL:	7,228.89
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	203.86
			Dental Insurance Premiums	203.86
			Dental Insurance Premium	28.53
			Dental Insurance Premium	28.53
			Health Insurance Contribut	336.62
			Health Insurance Contribut	336.64
			Health Insurance Contribut	1,562.53
			Health Insurance Contribut	1,562.52
			Health Insurance Contribut	1,119.50
			Health Insurance Contribut	1,119.50
			Vision Insurance Contribut	16.22
			Vision Insurance Contribut	16.22
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	6.90
			Vision Insurance Contribut	6.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	811.27
			FICA	804.07
			Medicare	189.75
			Medicare	188.07
		ICMA	Retirement 401	778.95
			Retirement 401	741.37
		LOWE'S	25-CT 36 TALL WD LANDSCPE	26.54
			CLAMP, TUBING	10.99
			1/4-IN P2C X 1/2-IN MIP	10.80
			3/8-IN P2C X 1/2-IN MIP	9.96
			MIRACLE GRO	27.04
			SWIVL UNION, FLEXON 5/8-IN	12.32
			1/4-IN P2C X 1/2-IN MIP RE	10.80-
		PETTY CASH	PW TRAILER TITLE	11.00
		BANKCARD CENTER 5106	BRANSON HILTON - EDELMAN	96.84
			JAMS DIRECT ITEM	96.26
		PEDROLA, TOM	MILEAGE REIMB 05/11-05/17/	16.31
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	146.09
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	283.00
		EARP, NATHAN	MILEAGE REIMB 05/4-05/10/1	64.80
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.85
			American Fidelity	13.85
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	54.13
			Group Life Ins and Buy Up	54.13
			Short Term Disability Ins	76.81
			Short Term Disability Ins	76.81
		JP MORGAN CHASE BANK	HSA Contribution	62.63
			HSA Family/Dep. Contributi	338.26
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		DUNCAN, CHRIS	DUNCAN, CHRIS	68.04
		WEX BANK	ENG -SEWER FUEL	62.24
			SEWER DEPT FUEL	662.67
			SEWER GPS	216.50
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,296.41
			CLEARWOOD LN LOT 9/10	10.99
			4631 WINDSOR DR GRINDER	10.73
			5757 CHAPEL DR LIFT STATIO	12.23
			PUBLIC WORKS CT MTR	568.39
			701 PA HE TSI	12.83
			GRINDER PUMPS & LIFT STATI	3,547.98
			1089 OSAGE BEACH PKWY LIF	11.21
			5707 OSAGE BEACH PKWY	11.57
			GRINDER PUMPS & LIFT STATI	2,489.91
			GRINDER PUMPS & LIFT STATI	6,440.79
		CARSON, RICHARD W	MILEAGE REIMB 04/24-05/04/	8.10
			TOTAL:	28,001.18
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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	280.00
			State Withholding	357.00
		INTERNAL REVENUE SERVICE	Fed WH	848.14
			Fed WH	908.40
			FICA	648.50
			FICA	689.38
			Medicare	151.67
			Medicare	161.23
		ICMA	Loan Repayments	62.70
			Loan Repayments	62.70
		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	91.42
			Case No. #11LA-AC00632	100.35
			TOTAL:	5,002.38
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	648.50
			FICA	689.38
			Medicare	151.67
			Medicare	161.23
		ICMA	Retirement 401	447.36
			Retirement 401	469.70
		PETTY CASH	AMBULANCE TITLE	11.00
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.20
		ROBERT D KING MD LLC	MAY MEDICAL DIR SERVICES	1,000.00
		LAKE AREA EMERGENCY SERVICES ASSOCIATI	2016 MEMBERSHIP DUES	100.00
		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	37.50
			HSA Family/Dep. Contributi	225.00
		WEX BANK	AMB FUEL	255.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	8,577.72
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
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
		MO DEPT OF REVENUE	LCF SALES TAX	1,085.39
			State Withholding	83.40
			State Withholding	97.80
		INTERNAL REVENUE SERVICE	Fed WH	212.28
			Fed WH	247.14
			FICA	250.98
			FICA	290.03
			Medicare	58.71
			Medicare	67.84
		ICMA	Retirement 457	74.00
			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:	2,777.65
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.62
			Dental Insurance Premiums	47.62
			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	268.68
			Health Insurance Contribut	268.68
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		AMEREN MISSOURI	1111 LEE C FINE RD WELL	10.24
			STATE PARK LOCALZR	32.55
			AIRPORT FIREHOUSE	38.05
			KAISER TERMINAL BLDG	314.61
			LCF AIRPORT HANGAR 2	31.63
			LCF NEW AIRPORT HANGAR	58.87
		INTERNAL REVENUE SERVICE	FICA	250.98
			FICA	290.03
			Medicare	58.71
			Medicare	67.84
		ICMA	Retirement 401	248.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	256.68
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	13.50
			Group Life Ins and Buy Up	13.50
			Short Term Disability Ins	23.45
			Short Term Disability Ins	23.45
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		WEX BANK	LCF FUEL	38.33
			LCF GPS	50.00
			TOTAL:	4,139.49
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.74
			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	GG SALES TAX	1.51
			State Withholding	68.60
			State Withholding	84.20
		INTERNAL REVENUE SERVICE	Fed WH	224.78
			Fed WH	269.35
			FICA	174.85
			FICA	205.75
			Medicare	40.89
			Medicare	48.11
		ICMA	Retirement 457	20.00
			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:	1,305.64
Grand Glaize Airport	Grand Glaize Airpo	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
		AMEREN MISSOURI	GG HANGAR	33.31
			GG AIRPORT HANGAR	15.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	174.85
			FICA	205.75
			Medicare	40.89
			Medicare	48.11
		ICMA	Retirement 401	173.02
			Retirement 401	187.56
		LOWE'S	4 1/2" X 10' DRIP EDGE	5.30
		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
		WEX BANK	GG FUEL	58.51
			GG GPS	25.00
			TOTAL:	2,937.78

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

10	General Fund	199,198.97
20	Transportation	26,792.48
30	Water Fund	27,281.03
35	Sewer Fund	35,230.07
40	Ambulance Fund	13,580.10
45	Lee C. Fine Airport Fund	6,917.14
47	Grand Glaize Airport Fund	4,243.42

	GRAND TOTAL:	313,243.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	FLOWERS - ARLYNE PAGE	30.00			
			CAMDENTON AREA CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	250.00		
			TOTAL:	280.00			
City Clerk	General Fund	XEROX CORPORATION MO DEPT OF REVENUE	BASE CHARGE, EXCESS PRINTS	343.60			
			APR SALES TAX REPORT	35.00			
			TOTAL:	378.60			
City Attorney	General Fund	THOMSON REUTERS - WEST	SUBSCRIPTION	61.70			
				TOTAL:	61.70		
Building Inspection	General Fund	QUILL	LEGAL EXPAN FILE JACKETS	139.97			
			COLORED COPY PAPER	10.44			
		O'REILLY AUTOMOTIVE STORES INC	RETURNED WIPER BLADES	17.76-			
			TOTAL:	132.65			
Building Maintenance	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC PRAIRIEFIRE COFFEE & ROASTERS AB PEST CONTROL GEO-ENTERPRISES, INC STAPLES BUSINESS ADVANTAGE	FLUOR LAMPS	79.50			
			COFFEE	89.80			
			PEST CONTROL	125.00			
			CONFERENCE RM THERMOSTAT	167.00			
			LINERS, TWLS, CUPS, PALTS,	407.94			
				TOTAL:	869.24		
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO ADVANCED TURF SOLUTIONS INC. RAPID SIGNS SYSCO KANSAS CITY INC O'REILLY AUTOMOTIVE STORES INC BUTLER SUPPLY CO STAPLES BUSINESS ADVANTAGE TURFMARK SERVICES LLC	DRINKS	571.41			
			SODA	73.24			
			TURFSAVER, ARMORTECH, FESC	1,746.00			
			12"X18" ALUM SIGN	19.50			
			CONCESSION & JANITOR SUPPL	1,000.14			
			CARB CLEANER	4.79			
			TIP CLEANER, OIL	23.58			
			SHEET TOWELS, FITTING ASST	16.95			
			2 CYCLE OIL	20.97			
			CABLE TIE	31.86			
			CABLE TIES	31.86			
			MAG RACK, WALL RACK, PENS	87.12			
			BALL FLDS GRUB CONTROL	625.00			
				TOTAL:	4,252.42		
			Human Resources	General Fund	NEW DIRECTIONS BEHAVIORAL HEALTH LAKE REGIONAL OCCUPATIONAL MEDICINE LAKE REGIONAL HEALTH SYSTEM LAKE SUN LEADER 645	2ND QTR 2016	604.06
						RANDOM TESTING	20.00
PRE-EMPLOYMNT TESTING	230.00						
DOT TESTING	80.00						
FIT FOR DUTY TESTING	120.00						
PRE-EMPLOYMENT TESTING	20.00						
POST ACCIDENT TESTING	93.00						
POST ACCIDENT TESTING	93.00						
EMPLOYMENT ADVERTISING	198.00						
EMPLOYMENT ADVERTISING	180.00						
EMPLOYMENT ADVERTISING	8.36						
EMPLOYMENT ADVERTISING	5.40						
EMPLOYMENT ADVERTISING	75.00						
EMPLOYMENT ADVERTISING	25.00						
EMPLOYMENT ADVERTISING	50.00						
EMPLOYMENT ADVERTISING	14.24						
EMPLOYMENT ADVERTISING	110.00						
EMPLOYMENT ADVERTISING	96.00						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			EMPLOYMENT ADVERTISING	35.00
			EMPLOYMENT ADVERTISING	7.12
			EMPLOYMENT ADVERTISING	35.00
			EMPLOYMENT ADVERTISING	135.00
			EMPLOYMENT ADVERTISING	4.18
			EMPLOYMENT ADVERTISING	2.70
			EMPLOYMENT ADVERTISING	75.00
			EMPLOYMENT ADVERTISING	25.00
			EMPLOYMENT ADVERTISING	45.00
			EMPLOYMENT ADVERTISING	7.12
			EMPLOYMENT ADVERTISING	35.00
			EMPLOYMENT ADVERTISING	45.00
			EMPLOYMENT ADVERTISING	4.18
			EMPLOYMENT ADVERTISING	2.70
			EMPLOYMENT ADVERTISING	90.00
			EMPLOYMENT ADVERTISING	75.00
			EMPLOYMENT ADVERTISING	25.00
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE-EMPLOYMENT TESTING	46.00
			PRE-EMPLOYMENT TESTING	276.00
		CENTRAL MISSOURI NEWSPAPERS INC	EMPLOYMENT ADVERTISING	442.10
			EMPLOYMENT ADVERTISING	442.10
		STAPLES BUSINESS ADVANTAGE	NOTEBK, DIVDRS, PPR CLIPS	28.15
			TOTAL:	3,904.41
Overhead	General Fund	IMAGE QUEST	TONER SHIPPING	7.95
		LOCKTON COMPANIES LLC	NOTARY BOND	40.00
			TOTAL:	47.95
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES	635.00
		WORLD WIDE TECHNOLOGY, INC	ETHERNET MODEM, SUPPORT	2,117.44
		ED ROEHR SAFETY PRODUCTS INC	RETURNED FOG LIGHT BRKTS	64.00-
			RRETURNED LENS	376.00-
			BUMPERS, RECESS PANEL, GUN	2,624.00
		LEON UNIFORM CO INC	UNIFORMS	537.50
			UNIFORMS	250.00
		LAKE REGIONAL HEALTH SYSTEM	BCLS COURSE CARDS	16.00
		IMAGE QUEST	OVERAGE SVC BILLING	16.49
		HEDRICK MOTIV WERKS LLC	TIRES REPAIRED PD20	40.00
			MOUNT & BAL PD24	40.00
			OIL CHG 27	65.00
			BATTERY PD25	130.00
			MOUNT & BAL PD19	10.00
			ROTOR & BRAKE REPAIR PD18	190.59
			BRAKES, ROTORS, OIL CHG PD	235.59
		OSAGE ANIMAL HOSPITAL	EXAM, VACCINATIONS	207.00
		RDJ SPECIALTIES INC	CUSTOM ART BOOKMARKS	217.81
		RESPONDER PSE LLC	LIGHTBARS	2,498.00
		STAPLES BUSINESS ADVANTAGE	TONER, CPY PPR, RCPT BK, S	274.95
			AAA BATTERIES	22.64
			VERBATM 1TB PORT 3.0	102.86
			TONER, CPY PPR	53.66
			TOTAL:	9,844.53
911 Center	General Fund	WIRELESS USA INC	JUN SERVICE	225.00
		MO STATE HWY PATROL	2ND QTR MULES	1,785.00
		STAPLES BUSINESS ADVANTAGE	TONER, CPY PPR, RCPT BK, S	13.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TONER, CPY PPR	234.96
		WEST SAFETY SOLUTIONS CORP	MAY V-VAAS SYS FEE	3,525.00
			TOTAL:	5,783.39
Planning	General Fund	QUILL	LEGAL EXPAN FILE JACKETS	139.97
		STAPLES BUSINESS ADVANTAGE	LABELS, POST ITS	29.50
			LSR LABELS	18.73
			TOTAL:	188.20
Information Technology	General Fund	CDW GOVERNMENT INC	VMWARE	6,907.75
		MO STATE AGENCY FOR SURPLUS	CABINET, SWITCH	120.00
			CABINET	100.00
		CIVIC PLUS	HOSTING & SUPPORT ANNUAL F	2,160.00
			TOTAL:	9,287.75
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	REPAIR CONTROLLER, RADIO,	1,122.15
			TOTAL:	1,122.15
Economic Development	General Fund	LAKE SUN LEADER 645	EVENT ADVERTISING	200.00
			TOTAL:	200.00
Transportation	Transportation	ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	38.06
			TRANS DEPT FLOOR MATS	3.78
			TRANS DEPT UNIFORMS	38.06
			TRANS DEPT FLOOR MATS	3.78
		NORTHERN SAFETY CO INC	MESH VESTS	37.48
			SUNSCREEN	22.79
		O'REILLY AUTOMOTIVE STORES INC	C-CLAMP	9.99
			RESPIRATORS	18.60
			OIL, FILTERS	166.22
			HI-PWR BELTS	22.58
			PROPANE TORCH	25.99
		LAKE SUN LEADER 81525 & 1586450	SUBSCRIPTION - TRANS DEPT	63.33
		SASCO PAVEMENT COATINGS INC	HEAT TRANSFER OIL, FUEL FI	914.80
		CROWN POWER & EQUIPMENT	SOCKET	76.25
		PRECISION AUTO & TIRE SERVICE LLC	WIPER BLADES, VAC HOSE #1	57.14
			OIL CHG #54	43.95
		KEN KAUFFMAN & SONS EXCAVATING	2016 STORM DRAINAGE IMPROV	3,100.00
			2016 STORM DRAINAGE IMPROV	11,625.00
		STOCKMAN CONSTRUCTION	INTERSCTN & SIDEWLK IMPROV	71,010.98
		EZARD'S	PICKUP TOOL	18.99
			FASTENERS	1.60
			SEED	13.99
		STAPLES BUSINESS ADVANTAGE	COPY PPR, BINDERCLIPS, MAR	40.79
			TOTAL:	87,354.15
Water	Water Fund	EZARD'S	FASTENERS	1.21
			CABLE TIES	25.98
		FORKLIFTS OF CENTRAL MO INC	PIN	81.85
			PIN	44.78
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	22.57
			WATER DEPT FLOOR MATS	3.79
			WATER DEPT UNIFORMS	22.57
			WATER DEPT FLOOR MATS	3.79
		GOEHRI, GEORGE	JUN INSURANCE PREMIUM	85.01
		NORTHERN SAFETY CO INC	MESH VESTS	37.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SUNSCREEN	22.79
		O'REILLY AUTOMOTIVE STORES INC	PUNCH/CHSL	7.99
			BACK-UP LIGHT #56	3.59
		LAKE SUN LEADER 81525 & 1586450	SUBSCRIPTION - WATER DEPT	63.34
		OZARK READY MIX CO INC	6 CUBIC YARDS	690.00
		CROWN POWER & EQUIPMENT	FILTERS	94.00
		HD SUPPLY WATERWORKS LTD	6MJ TRANSITN SET, L/P SLE	189.94
			SODIUM HYPOCHLORITE	399.95
			BELL HARNESS	742.59
			8X6 MJ TEE	112.66
			SWR PIPE	12.00
		PRECISION AUTO & TIRE SERVICE LLC	WIPER BLADES, VAC HOSE #1	57.13
		D&R TRUCKING SERVICE LLC	HAULING 1" BASE - PARK	80.00
		BISHOP'S AUTO GLASS LLC	WHINDSHIELD DODGE PICKUP #	170.00
		STAPLES BUSINESS ADVANTAGE	COPY PPR, BINDERCLIPS, MAR	40.80
		DREDGING INC DBA SCOTTS CONCRETE	CONCRETE	400.50
			OCT DISCOUNT	58.00-
			APRIL DISCOUNT	12.00-
		TMI COATINGS INC	PAINT SWISS VILLAGE WATER	233,145.00
			TOTAL:	236,491.30
Sewer	Sewer Fund	EZARD'S	HOOK ROPE	1.79
			ANT KILLER	8.98
			GALV TEE, JNT, SUPPLIES	34.97
			ANT KILLER	10.48
			PUTTY KNIFE, SPACKL	4.48
			PAINT	4.99
		FASTENAL CO	SELF TAPPERS	7.04
			NUT DRIVER SETS	161.56
			RPR: DEWALT	21.79
		FORKLIFTS OF CENTRAL MO INC	PIN	44.78
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	41.81
			SEWER DEPT FLOOR MATS	3.78
			SEWER DEPT UNIFORMS	41.81
			SEWER DEPT FLOOR MATS	3.78
		TALLMAN COMPANY	GALV ELL, GJ UNION	11.56
			GAL STREET 90, GALV NIPPLE	12.68
		NORTHERN SAFETY CO INC	MESH VESTS	37.48
			SUNSCREEN	22.78
			IVYX CLEANSER TOWLETTES	13.69
		LAKE SUN LEADER 81525 & 1586450	SUBSCRIPTION - SEWER DEPT	63.33
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	MONTHLY FLOWS	39,881.74
		BARNES MARINE INC	RIDER CUP	7.45
		BUTLER SUPPLY CO	RETURNED COND, CONN, COUP	97.63-
			2 - 1 5/8" POST BASE SQUAR	38.02
		CROWN POWER & EQUIPMENT	KEYS	53.86
		HD SUPPLY WATERWORKS LTD	NIPPLES	27.36
			PVC, GLUE	7.28
		PRECISION AUTO & TIRE SERVICE LLC	WIPER BLADES, VAC HOSE #1	57.13
		CORROSION TECHNOLOGIES INC	MAINTENANCE PLAN	375.00
		ELLIS BATTERY SPECIALISTS LLC	ELECTRIC DOLLIES	61.90
		BISHOP'S AUTO GLASS LLC	WINDSHIELD FORD F350 #71	165.00
		STAPLES BUSINESS ADVANTAGE	COPY PPR, BINDERCLIPS, MAR	40.80
			TOTAL:	41,171.47
NON-DEPARTMENTAL	Ambulance Fund	LAKE REGIONAL HEALTH SYSTEM	BCLS COURSE CARDS	128.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	128.00
Ambulance	Ambulance Fund	LAKE REGIONAL HEALTH SYSTEM	BCLS COURSE CARDS	16.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	102.45
		AMERICAN RESPONSE VEHICLES INC	EMITTER, HOUSING, LENS	2,997.00
			TOTAL:	3,115.45
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE & RUBBER CO	MOUNT LOOSE TIRES	143.67
		NAEGLER OIL CO	JET A FUEL	14,324.72
			AV GAS	8,093.75
		LAKELAND OIL CO LLC	20W-50, 15W-40	243.83
		CARROT-TOP IND INC	FLAGS	367.76
		CROWN POWER & EQUIPMENT	REBUILD SPINDLE - TRACTOR	367.93
		HEDRICK MOTIV WERKS LLC	STARTER, TRANSFER CASE A3	395.31
			HUB BEARING A1	408.69
			INGNITION KEY ASSMBLY FUEL	138.75
			OIL CHG A1	32.50
		WSI CORPORATION	ANNUAL PILOTBRIEF OPTIMA	1,074.00
		SIGNATURE SIGNS LLC	COMPUTER GRAPHICS, LAYOUT	12.50
		MO PETROLEUM TANK INSURANCE FUND	POLLUTION LIABL INS TO 07/	200.00
		EZARD'S	GALV NIPPLE	4.79
			CABLE TIES	7.99
			SCOURING STICKS	6.98
		O'REILLY AUTOMOTIVE STORES INC	BATTERY, ANTIFREEZE	101.85
		REED-JOSEPH INTERNATIONAL CO	SCREAMER SIREN, BIRD BANGE	138.50
			TOTAL:	26,063.52
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	AV GAS	9,725.58
		LAKELAND OIL CO LLC	20W-50, 15W-40	71.75
		CARROT-TOP IND INC	FLAGS	367.76
		CROWN POWER & EQUIPMENT	TOP LINK C	30.72
		WSI CORPORATION	ANNUAL PILOTBRIEF OPTIMA	1,074.00
		SIGNATURE SIGNS LLC	COMPUTER GRAPHICS, LAYOUT	12.50
		MO PETROLEUM TANK INSURANCE FUND	POLLUTION LIABL INS TO 07/	100.00
		EZARD'S	GE BULBS	18.94
			FASTENERS	2.74
			COFFEEMAKER	109.99
			SHOP TOWELS, HAND CLNR, SC	12.66
			HAL BULB, WALPLT, RECPTCL	18.39
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	158.27
			RETURNED & PURCHASED BATTE	16.34-
			FUEL FILTER, STRT FLD	11.77
			BATTERY	89.24
			HI-PWR BELTS	66.96
		YOUNG'S GENERAL CONTRACTING INC	TREE CLEARING GG AIRPORT	3,026.99
		REED-JOSEPH INTERNETIONAL CO	SCREAMER SIREN, BIRD BANGE	138.50
			TOTAL:	15,020.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
10  General Fund                36,352.99
20  Transportation              87,354.15
30  Water Fund                 236,491.30
35  Sewer Fund                 41,171.47
40  Ambulance Fund             3,243.45
45  Lee C. Fine Airport Fund   26,063.52
47  Grand Glaize Airport Fund  15,020.42
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                                GRAND TOTAL: 445,697.30
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TOTAL PAGES: 6

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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



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

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 5-19-16

Trade name of establishment: EAGLE LANES.LLC

Mailing address: 914 HIGHWAY 42 OSAGE BEACH MO 65065-9712

Applicant name: MICHELLE HARRIS

(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 with your completed application.
 - Renewal Applications:** Submit complete application and background check per Ordinance 15.81 (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 - \$100.00 late fee; June 1 to June 30 - \$200.00 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. <input checked="" type="checkbox"/>	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ___	300.00	Sunday Liquor Sales.	LSUN
n. ___	15.00	Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

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

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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



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

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 5/19/2016

Trade name of establishment: HARMY'S CHEESE STORE & MORE LL

Mailing address: 6378 OSAGE BEACH PKWY OSAGE BEACH MO 65065-3330

Applicant name: 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 with your completed application.
- Renewal Applications:** Submit complete application and background check per Ordinance 15.81 (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 - \$100.00 late fee; June 1 to June 30 - \$200.00 late fee; after June 30 - \$300 late fee.

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c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
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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. <input checked="" type="checkbox"/>	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
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l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ___	300.00	Sunday Liquor Sales.	LSUN
n. ___	15.00	Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

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

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City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 FAX
www.osagebeach.org



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

LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 5/17/16

Trade name of establishment: LIL RIZZOS

Mailing address: PO BOX 2470 LAKE OZARK MO 65049-2470

Applicant name: WILLIAM & WINDY BORDERS

(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 with your completed application.
- Renewal Applications:** Submit complete application and background check per Ordinance 15.81 (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 - \$100.00 late fee; June 1 to June 30 - \$200.00 late fee; after June 30 - \$300 late fee.

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m. ___	300.00	Sunday Liquor Sales.	LSUN
n. ___	15.00	Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

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

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065
 573/302-2000 Phone
 573/302-0528 FAX
 www.osagebeach.org



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

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LIQUOR LICENSE APPLICATION

Date of Application: _____ Date application received: 5/27/16

Trade name of establishment: PAPPO'S PIZZERIA & PUB

Mailing address: PO BOX 218 LAKE OZARK MO 65049-0218

Applicant name: CHRISTOPHER GALLOWAY

(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 with your completed application.
- Renewal Applications:** Submit complete application and background check per Ordinance 15.81 (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 - \$100.00 late fee; June 1 to June 30 - \$200.00 late fee; after June 30 - \$300 late fee.

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n. ___	15.00	Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

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

Submission Date: May 24, 2016

Submitted By: City Attorney

Board Meeting Date: June 9, 2016

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

Description of Item:

Bill No. 16-40. Authorizing changes to the Osage Beach Municipal Code regarding group home spacing requirements in Chapter 405: Zoning Regulations; Sections 405.130, 405.140, 405.690, and 405.735.

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

City of Osage Beach, residents, providers of group home services, group home residents, Department of Housing and Urban Development

Why is Board Action Required?

Board of Aldermen approval required per Section 110.240. Adoption of Ordinances.

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

Requesting second reading of Bill 16-40.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

Comments and Recommendation of Department:

This is the second reading request. First reading was passed by the Board at the May 19, 2016, Board of Aldermen meeting.

This amendment will address the 2015 demand letter from the Department of Housing and Urban Development alleging that Sections 405.130, and 405.140, of the Osage Beach Municipal Code as they related to group homes are a probable violation of the Fair Housing Act and the Americans with Disabilities Act because those sections contain a spacing requirement of at least 5,260 feet between each such use.

We have been placed on notice of this issue and should amend our ordinance to comply with the law. This ordinance will also create a reasonable accommodation policy and procedure and the amendment to Section 405.690 will provide an avenue of appeal under the new policy to the Board of Zoning Adjustment.

City Attorney recommends adoption of this ordinance.

City Administrator Comments and Recommendation:

Concur with City Attorney's recommendation.

BILL NO. 16-40

ORDINANCE NO. 16.40

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTIONS 405.130, 405.140, 405.690 OF THE ZONING CODE BY REPEALING THE SAME AND REENACTING THREE NEW SECTIONS OF THE SAME NUMBERS ALL TO REDUCE THE SPACING REQUIREMENT BETWEEN GROUP HOMES FROM 5260 FEET TO 1000 FEET AND TO CREATE A NEW SECTION 405.735, TO CREATE A REASONABLE ACCOMMODATION POLICY AND PROCEDURE

WHEREAS, in 2015 the City received a demand letter from the Department of Housing and Urban Development alleging that sections 405.130, and 405.140, of the Osage Beach Municipal Code as they relate to group homes are a probable violation of the Fair Housing Act and the Americans with Disabilities Act; and,

WHEREAS, Sections 405.130, and 405.140 contain a spacing requirement of at least 5,260 feet between each such use which was found to be illegal and is the basis of a Consent Decree in *United States v. St. Peters*, No. 4:13CV1493CEJ; and,

WHEREAS, the City of St. Peters, Missouri whose spacing requirement was only 2,500 feet as a result of the litigation and Consent Decree paid out \$80,000 in attorney fees and amended their ordinance; and,

WHEREAS, the Planning Commission has recommended the changes below to the Board of Aldermen; and,

WHEREAS, the Board of Aldermen held a public hearing as required by Section 89.050 R.S.Mo. on this issue on May 5, 2016.

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

Section 1 That Section 405.130 A 4, Section 405.140 B 7, and Section 405.690 A of the Osage Beach Code of Ordinances be and are hereby repealed.

Section 2 That a new three new Sections, 405.130 A 4, 405.140 B 7, and 405.690 A, of the Osage Beach Code of Ordinances be and are hereby enacted as follows:

Section 405.130 A 4. Group homes. The exterior appearance of the home and property shall be in reasonable conformance with the general neighborhood standards. No group home shall be located within one thousand (1,000) feet of another group home. Group homes shall be eleemosynary or not-for-profit in nature.

Section 405.140 B 7. Group homes. The exterior appearance of the home and property shall be in reasonable conformance with the general neighborhood standards. No group home shall be located within one thousand (1,000) feet of another group home. Group homes shall be eleemosynary or not-for-profit in nature.

Section 405.690 A. Appeals to the Board of Adjustment may be taken by any person aggrieved, by any neighborhood organization as defined in Section 32.105, RSMo., representing such person, or by any person aggrieved under Section 405.735, or by any

officer, department, board or bureau of the City affected by the decision of the Zoning Administrator.

Section 3 That one new Section 405.735 is hereby created and enacted as follows:

Section 405.735. Reasonable Accommodation Policy and Procedure.

A. Purpose. This Section implements the policy of the City of Osage Beach on requests for reasonable accommodation in its rules, policies and procedures for persons with disabilities as required by the Fair Housing Act, as amended, 42 U.S.C. Section 3604(f)(3)(B) and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132. The policy of the City is to comply fully with the provisions of the Fair Housing Act and Title II of the Americans with Disabilities Act.

Any person with disabilities and eligible under the Fair Housing Act or Title II of the Americans with Disabilities Act may request a reasonable accommodation with respect to the various provisions of the Title IV, Land Use of the Osage Beach Municipal Code including land use or zoning laws, rules, policies, practices and/or procedures of the City as provided by the Fair Housing Act and Title II of the Americans with Disabilities Act pursuant to the procedures set out in this Section.

Nothing in this Section requires persons with disabilities or operators of group homes for persons with disabilities acting or operating in accordance with applicable zoning, licensing or land use laws or practices to seek reasonable accommodation under this Section.

B. Definitions. For the purposes of this Section, certain terms and words are hereby defined as follows:

ACTS. Collectively, the FHA and the ADA.

ADA. Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, *et seq.*, and its implementing regulations, 28 C.F.R. Part 35.

APPLICANT. An individual, group or entity making a request for reasonable accommodation pursuant to this Section.

CODE ADMINISTRATOR. The City Planner or other individual charged with authority to act under Title IV, Land Use, of the City of Osage Beach Codes and Ordinances.

DEPARTMENT. The Planning Department and City Planner charged with enforcement of the Title IV Land Use.

FHA. The Fair Housing Act, Title III of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.*, as may be amended.

DISABLED PERSON. Any person who is “handicapped” within the meaning of 42 U.S.C. § 3602(h) or a “qualified individual with a disability” within the meaning of 42 U.S.C. § 12131(2).

DWELLING. A “dwelling” as defined in 42 U.S.C. § 3602(b).

LAND USE CODE, The City of Osage Beach Land Use Code consisting of Title IV of the City’s Codes of Ordinances.

C. Requesting Reasonable Accommodations:

In order to make specific housing available to one or more individuals with disabilities, a disabled person or a person acting on his or her behalf at his or her request (collectively, the “Applicant”) may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices and/or procedure of the City applicable to such housing.

1. A request by an Applicant for reasonable accommodation relating to the Land Use Code, policies, practices and/or procedures shall be made orally or in writing on a reasonable accommodation request form provided by the Planning Department. The form shall contain:
 - A. the current zoning for the property;
 - B. the name, phone number and address of the owner of the fee interest of the property (if other than the Applicant);
 - C. the nature of the disability that requires the reasonable accommodation. In the event that the specific individuals who are expected to reside at the property are not known to the Applicant in advance of making the application, the Applicant shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing. The Applicant shall notify the Department in the event the residents at the location are not within the range described. The Department shall then determine if an amended application and subsequent determination of reasonable accommodation is appropriate;
 - D. the specific type of accommodation requested by the Applicant. To the extent practicable, this portion should include information concerning the impact of the reasonable accommodation on the adjoining properties and area, the number of people who are expected to be availing themselves of the reasonable accommodation, the estimated number of people in an average week who will be necessary to provide services to the person(s) with disabilities at the property on an on-going basis, whether or not this type of reasonable accommodation is required to obtain a license from any state or county authority to operate, and any other information the Applicant thinks would assist in determining the reasonableness of the accommodation;
 - E. the Applicant should also note, if known, whether this accommodation requires any additional permits or licensure (e.g. business license); and
 - F. whether the accommodation requested may be necessary to afford one or more disabled persons equal opportunity to use and enjoy a specific dwelling.

The Department will provide the assistance necessary to an Applicant in making a request for reasonable accommodation, including information which the Department deems necessary to complete a reasonable accommodation request form. Upon the City's receipt of the necessary information to process the Applicant's request for reasonable accommodation, the Department shall use the information to complete a reasonable accommodation request form. When the department prepares a request for

reasonable accommodation form in response to an oral request the form shall be presented to the requester for their input and approval.

2. The Department will provide the assistance necessary to any Applicant wishing to appeal a denial of a request for reasonable accommodation to ensure the process is accessible to the Applicant. The Applicant is entitled to be represented at all stages of the proceedings identified in this Section by a person designated by the Applicant.
3. Should the information provided by the Applicant to the Department include medical information or records of the Applicant, including records indicating the medical condition, diagnosis or medical history of the Applicant, the Applicant may, at the time of submitting such medical information, request that the Department to the extent allowed by law, treat such medical information as confidential information of the Applicant.
4. The Department shall provide written notice to the Applicant, and any person designated by the Applicant to represent the Applicant in the application proceeding, of any request received by the Department for disclosure of the medical information or documentation which the Applicant has previously requested be treated as confidential by the Department. The Department will cooperate with the Applicant, to the extent allowed by law, in actions initiated by the Applicant to oppose the disclosure of such medical information or documentation.

D. Jurisdiction.

1. **Staff Committee.** A Staff Committee comprised of the City Administrator City Planner and Chief of Police is hereby created and charged with the responsibilities and duties set out herein. The Staff Committee shall have the authority to consider and act on requests for reasonable accommodation. When a request for reasonable accommodation is filed with the Department, it will be referred to the Staff Committee for review and consideration. The Staff Committee shall issue a written determination within thirty (30) days of the date of receipt of a completed application and may: (1) grant the accommodation request, or (2) deny the request, in accordance with federal or state law. Any such denial shall be in writing and shall state the grounds therefore. All written determinations shall give notice of the right to appeal and the right to request reasonable accommodation in the appeals process. The notice of determination shall be sent to the Applicant by certified mail, return receipt requested and by regular mail.
2. If reasonably necessary to reach a determination on the request for reasonable accommodation, the Staff Committee may, prior to the end of said thirty (30) day period, request additional information from the Applicant, specifying in detail what information is required. The Applicant shall have fifteen (15) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall be stayed. The Staff Committee shall issue a written determination within thirty (30) days after receipt of the additional information. If the Applicant fails to provide the requested additional information within said fifteen (15) day period, the Staff Committee shall issue a written determination within thirty (30) days after expiration of said fifteen (15) day period.

E. Findings for Reasonable Accommodation.

The following findings, while not exhaustive of all considerations and findings that may be relevant, must be made before any action is taken to approve or deny a request for reasonable accommodation and must be incorporated into the record relating to such approval or denial:

1. Whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling;
2. Whether the requested accommodation would require a fundamental alteration to the City's zoning scheme; and
3. Whether the requested accommodation would impose undue financial or administrative burdens on the City.

A request for a reasonable accommodation shall not be denied for reasons which violate the provisions of the Acts. This section does not obligate the City to grant any accommodation request unless required by the provisions of the Acts or applicable Missouri State law.

F. Appeals.

1. Within thirty (30) days after the date the Staff Committee mails a written adverse determination to the Applicant, the Applicant requesting reasonable accommodation may appeal the adverse determination.
2. All appeals shall contain a statement of the grounds for the appeal.
3. If an individual Applicant needs assistance in appealing a determination, the Department will provide the assistance necessary to ensure that the appeal process is accessible to the Applicant. All Applicants are entitled to be represented at all stages of the appeal proceeding by a person designated by the Applicant.
4. Appeals shall be to the Board of Adjustment pursuant to Section 405.690. All determinations on appeal shall address and be based upon the finding that the accommodation requested is necessary to afford one or more disabled persons equal opportunity to use and enjoy a specific dwelling and shall be consistent with the Acts.
5. An Applicant may request reasonable accommodation in the procedure by which an appeal will be conducted.

G. Fees. The City shall not impose any additional fees or costs in connection with a request for reasonable accommodation under the provisions of this Section or an appeal of a denial of such request by the Staff Committee. Nothing in this ordinance obligates the City to pay an Applicant's attorney fees or costs.

H. Stay of Enforcement. While an application for reasonable accommodation or appeal of a denial of said application is pending before the City, the City will not enforce the subject zoning ordinance against the Applicant.

I. Record-keeping. The City shall maintain records of all oral and written requests submitted under the provisions of this Section, and the City's responses thereto, as required by state law.

Section 4. Severability

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

Section 5. Repeal of Ordinances not to affect liabilities, etc.

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

Section 6. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: May 19, 2016 READ SECOND TIME: _____

I hereby certify that Ordinance No.16.40 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:

One vacancy in Ward 3

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

Date

Dorothy Urlicks, Deputy City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.16.40.

Date

John Olivarri, Mayor

ATTEST:

Dorothy Urlicks, Deputy City Clerk

Submission Date: May 24, 2016

Submitted By: Planning Commission, City Planner

Board Meeting Date: June 9, 2016

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

Description of Item:

Request for Motion to approve Special Use Case 391: Special Use Permit to build residential dwelling unit and accessory structures in a commercial zone.

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

The applicants and adjacent property owners may be affected by this decision.

Why is Board Action Required?

The City's zoning code requires Board action on Planning Commission recommendations for SUP requests. (Code Reference 405.590).

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

Motion to approve the SUP 391.

Are there any deadlines associated with this action?

Yes. 90 day rule

Budget Line / Source of Funds

N/A

Planning Department comments and recommendation:

Applicant: Donald Jenkins

Location: Property is located at the end of Aqua Drive.

Petition: Special Use Permit to allow the removal of an existing Single Family Dwelling and the construction of a new Single family home with a detached garage/shop and a RV Garage on a lot in a Commercial District.

Existing Use: Single Family Dwelling.

Zoning: C-1 (General Commercial)

Tract Size: Approximately 19,600 sq. ft.

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	LU (Lake Use)	Lake of the Ozarks
<u>South:</u>	C-1 (Commercial)	Subdivision Common Area
<u>East:</u>	LU (Lake Use)	Lake of the Ozarks
<u>West:</u>	C-1 (General Commercial)	Kapilana Estates Condos

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

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
--------------------------------	----------------------	--------------------

None

<u>Utilities:</u>	Water: City Sewer: City	Electricity: Ameren UE
--------------------------	--	-------------------------------

Access: Property has access on Aqua Drive.

Analysis:

1. The applicant is the owner of the property in question.
2. The character of the area is mixed containing moderate density residential in close proximity and the Kapilana Estates Condominium development immediately surrounding the subject property.
3. The request is to remove the existing ranch style home built a number of years ago prior to the City adopting building or Zoning codes, and replace it with a new home with a garage/shop facility and a RV Garage.
4. The property that is being requested for SUP is accessed via Aqua Drive. Directions are as follows: On the West side of the Grand Glaize Bridge, exit Osage Beach Parkway onto

Winn Road and turn left from Winn Road onto Aqua Drive and proceed to the end of Aqua Drive. Please see the aerial photograph enclosed for assistance.

Department Comments:

The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. Obviously in this situation we are not looking at a large lot residential development. The density on this request is not of any concern as it is a single family dwelling. The use of the subject property has been single family for the entirety of its developed life and the Jenkins have owned it for 30 plus years and have enjoyed using it as their home but the home is now in need of upgrade.

Because of the situation and the applicant having owned and occupied the existing dwelling for an extended period of time, they are obviously well aware of the surrounding uses and activities and are very comfortable with the request to reestablish their home on a commercially zoned parcel.

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 use of property.

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

As I have already stated, the request is in conformance with the density recommendations of the Comprehensive Plan.

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

As previously stated, the area surrounding the subject property contains mixed uses including moderate density residential and condominium development.

The request basically provides a use that works with the existing mix of low impact and intensity uses.

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

The zoning of the surrounding properties is a mix that basically coincides with the uses. The requested use will mesh without issue with the surroundings.

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

The property is really only suitable for two uses; either the requested use as exists there today, or a small expansion of some type to the surrounding condominium development.

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:

It has been some time since there was any development in this corridor as it is mostly developed with little or no remaining land for new development.

Based on the analysis of the conditions pertaining to the subject petition, the Planning Department recommends approval of the request subject to the following provisions regulating the property being granted a SUP to reestablish the existing single family home by removing it and replacing it with a new dwelling and accessory buildings:

Permitted Uses:

The following uses shall be permitted in those areas as illustrated on the SUP site plan:

1. Residential Use shall conform to the requested rebuilding of the existing single family facility and accessory uses.
2. Accessory Uses will be designed for and available for use to the owners and occupants of the primary use being the single family dwelling and will be built in accordance with the approved SUP Site Plan.

Construction:

Construction shall be in accordance with the International Building Code and all other pertaining construction codes as adopted by the City of Osage Beach at the time a building permit is issued for each individual facility.

Bulk, Area, and Height Requirements:

Construction for property will be in accordance with the approved site plan.

Dimensional Requirements:

Construction for property will be in accordance with the approved site plan.

Public Facilities:

1. Engineering plans for any required water or sewer improvements will be constructed in accordance with the Osage Beach Design Guidelines and shall be approved by the City Public Works Department.

Access:

1. Access shall be derived from the existing entrance to the property off of Aqua Drive.

Parking:

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

Buffering and Screening:

No additional buffering or screening is required. Waste cans or dumpsters shall be placed in a location as to have minimal visual impact to the surrounding properties and conform to the general practice and placement of the same facilities within the corridor.

Exterior Lighting:

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

Maintenance of Open Space and Common Areas:

The maintenance of yard and facilities within the property shall be the responsibility of the property owner(s).

Final Development Plan:

The site plan for the existing facility is appropriate for the final development plan.

Planning Commission Recommendation:

The Planning Commission recommended approval at their meeting on May 10, 2016.

City Administrator Recommendation:

Concur with the City Planner's recommendation.



Date Received: 4-4-16 52
Case #: 391

REZONING/SPECIAL USE PERMIT APPLICATION

CELL-573-795-2222

1. Name of property owner: DONALD JENKINS Phone: 573-754-5920
Address: 11646 PIKE 9146 City: LOUISIANA State MO. Zip: 63353

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

2. Name of landowner's representative, if different from above: Phone:
Address: City: State: Zip:

3. All correspondence relative to this application should be directed to whom? DON JENKINS
Address: 11646 PIKE 9146 City: LOUISIANA State MO. Zip: 63353

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: 5071 AQUA DR. City: OSAGE BEACH State MO. Zip: 65065

5. Do you have a specific use proposed for this property? RESIDENTIAL & COMMERCIAL Yes No
Explain all uses: RESIDENTIAL & COMMERCIAL. WE OWN BLACK THUNDER POWERBOATS MANUFACTURING CO. MANY CUSTOMERS MEET AT THIS LOCATION

6. Area of property in square feet or acres: SEE SURVEY INCLUDED

7. Current zoning classification: COMMERCIAL WITH OUR RESIDENCE ON SITE FOR THE LAST 30+ YEARS.

8. Sources of utilities: Water: CITY Gas: PROPANE
Sewer: CITY Electric: AMEREN

9. Proposed zoning classification: LEAVE IT THE SAME COMMERCIAL

10. How long have you owned this property? 30 YEARS

11. Current use of property (describe all improvements): RESIDENTIAL & SOME COMMERCIAL (SEE #5)

12. Current use of all property adjacent to subject property:
North: LAKE
South: LAKE East: LAKE West: CONDOS (KAPILANA)

FROM INSTRUCTION PAGE,
#6 - KAPILANA CONDOS, 793 WINN RD., OSAGE BEACH, MO.
793 WINN ROAD
OSAGE BEACH, MO. 65065

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

UNKNOWN

14. Do you own property abutting or in the vicinity of the subject property? Yes No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? Yes No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? Yes No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

NONE / ONLY REPLACING HOUSE

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

NONE / ONLY REPLACING HOUSE THAT'S BEEN THERE 30 YEARS

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

THERE WILL BE NO CHANGE IN ITS CURRENT USE WHEN WE BUILD.

Notary Information

State of Missouri }
County of Camden Pike } ss

I, Don Jenkins, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

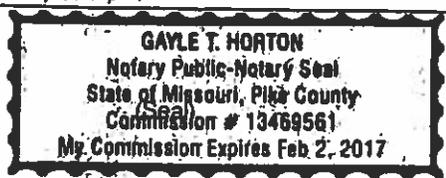
Don Jenkins
Signature Owner/Applicant

09/01/16
Date:

Subscribed and sworn to before me on this 1st day of April, 2016.

Gayle J. Horton
Notary Public: 2-2-17

My Commission Expires:



Person Accepting this Application:

**Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail **

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

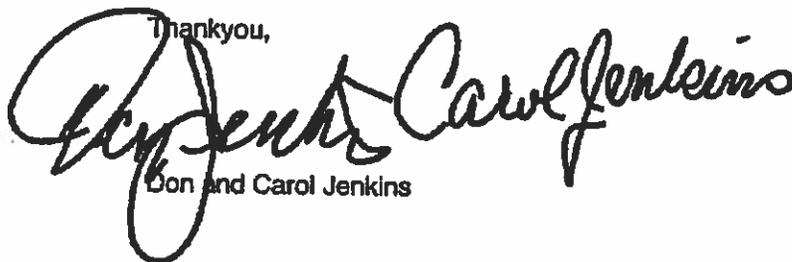
April 4, 2016

Mr. Cary Patterson
City Planning
1000 City Parkway
Osage Beach, Missouri 65065

To The Planning and Zoning Committee,

I would like to tear down the old house on this property and build a new one on the lot. We have owned the old house built in the forties for twenty five years and enjoyed every day. We are getting ready to retire and live permanently in Osage Beach. The electric, plumbing, windows, doors and roof on the old house all need extreme repairs/ replacement. A new one makes more sense and will be more aesthetic in the community.

Thankyou,

A large, stylized handwritten signature in black ink, appearing to read 'Don and Carol Jenkins'. The signature is written in a cursive, flowing style with large loops and flourishes.

Don and Carol Jenkins

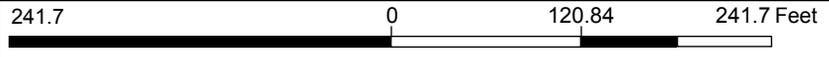
Camden County, MO



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

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION



1:1,450

Camden County, MO



- Legend**
- Highway
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - Road
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 - Parcel
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 - Land Hook
 - Original Lot
 - Section
 - County Boundary

1: 3,746

624.3 0 312.13 624.3 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Submission Date: May 24, 2016
Submitted By: Public Works Director
Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16-45 – Authorization to allow Mayor to execute Construction Contract OB16-015 for the Nichols Road Reconstruction.

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

City of Osage Beach staff, contractors, citizens

Why is Board Action Required?

Board approval is 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 16.45.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
20-00-773119 – Nichols Road Improvements	\$1,100,000	\$1,996,190

Comments and Recommendation of Department:

Bids were opened on May 17, 2016 for the Nichols Road Reconstruction Project. The apparent low bidder is Stockman Construction with a bid of \$1,996,190.10. There was one bidder for this project as shown on the attached bid tab.

Stockman Construction Company is currently working on the Osage Beach Parkway – Barry Prewitt Intersection. We have been very happy with their results on the project.

This project was budgeted in the amount of \$1,100,000. The engineer's estimate prior to going out for bids was \$1,804,977.76. This project includes building Lake Regional Health System's driveway. They will be reimbursing the City in the amount of \$250,217. The additional amount needed to cover this project is \$645,973. If this is contract is approved a budget amendment will follow.

We have investigated why we only got one bidder. In the past we would generally get some of the following contractors to bid on road projects

- 1) Apac Missouri
- 2) Stockman Construction Company
- 3) Lehman Construction Company
- 4) JC Industries
- 5) Maggi Construction Company

APAC Missouri has been bought by Capital Paving. I called them and they are not bidding full road construction projects at this time. Lehman has been growing the company size for a number of years and they have gotten to where they are bidding decent size MoDOT jobs. JC Industries went out of business. Maggi did the Passover Road Projects and has a large amount of work that they are currently tied up with and could not commit to Nichols.

I talked with other consultants that are doing work in middle Missouri and they are hearing some of the same things. There is some sidewalk work that they are looking at rebidding early winter for a spring construction schedule. During this recession, we have lost a number of contractors. There is a decent amount of work in the area but bidders are few and far between. We only got three bids on the Barry Prewitt – Osage Beach Parkway Project. In years past I have recommended rejecting all bids in hope of more bidders, I do not know if that would work this time.

There has been more work added since the budget. We did not anticipate having to relocate an Ameren UE pole. We added a truck apron for tractor trailers turning right from Armory Drive onto Nichols Road. We have also removed the island on Osage Beach Parkway in front of Casey's and Culver's Driveway in order to close Nichols Road. We had to make changes to a private driveway in order to minimize utility relocations and speed up the construction of the project. We also added Lake Regional Health System's driveway. They are paying for this though. We had to make modification to the drainage system that we did not anticipate from the original estimate. This additional work and the increases we saw in prices for the Barry Prewitt – Osage Beach Parkway Intersection Project has caused the engineers estimate to increase to \$1,804,977.76.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation

Funding for this project in addition to what is budgeted can be made available through the Transportation Unrestricted Balance as estimated at year end and two other project line items, Hwy 54/OB Parkway and Mace Road.

<i>Additional Funds Needed</i>	\$ 645,973
Estimated Transportation Unrestricted Ending Balance (Page 54 of 2016 Budget)	(\$491,779)
Transfer from Hwy 54/OB Parkway (20-00-773216)	(\$ 54,194)
Transfer from Mace Road (20-00-773223)	(\$100,000)

Please note this will, if approved, deplete the unrestricted reserve in the Transportation Fund. I do expect by year end there will be additional savings seen in other projects/line items to replenish a small portion of the reserve. A budget amendment detailing the funding follows in the packet.

Concur with the Public Works Director's recommendation.

BILL NO. 16-45

ORDINANCE NO. 16.45

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STOCKMAN CONSTRUCTION CORPORATION FOR CONSTRUCTION CONTRACT OB16-015 FOR THE NICHOLS ROAD RECONSTRUCTION PROJECT

WHEREAS, the Board of Aldermen has determined it is in the best interest of the City to authorize the contract with Stockman Construction Corporation for Construction Contract OB16-015 for the Nichols Road Reconstruction Project.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Stockman Construction Corporation to provide services as indicated on the attached bid form titled Nichols Road Reconstruction (Exhibit A).

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed one million nine hundred ninety six thousand, one hundred ninety and 10/100 dollars. (\$1,996,190.10).

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

READ FIRST TIME: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that the above Ordinance No. 15.45 was duly passed on June 9, 2016 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

One vacant seat in Ward 3

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

June 9, 2016

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.45.

John Olivarri, Mayor

Bill No. 16-45
Page 2

Ordinance No. 16-45

June 9, 2016
Date

ATTEST:

Diann Warner, City Clerk

NICHOLS ROAD RECONSTRUCTION - CITY OF OSAGE BEACH, MISSOURI

BID FORM

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

Ladies and Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplemental 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 re-handling 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. 1 Dated 5-10-16
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.

NICHOLS ROAD RECONSTRUCTION – CITY OF OSAGE BEACH, MISSOURI

CONTRACT BID SCHEDULE

Item Number	Description	Qty	Unit	Unit Price	Extension
01800.01	FORCE ACCOUNT	L.S.	1	\$7,500.00	\$7,500.00
02096.01	MOBILIZATION	L.S.	1	121,000	121,000
02097.01	TRAFFIC CONTROL PLAN	L.S.	1	45,000	45,000
02281.01	REMOVE EXISTING RAISED MEDIAN	S.F.	843	3.50	2,950.50
02316.01	SUBGRADE PREPARATION	S.Y.	24,226	20.00	484,520.00
02370.01	SILT FENCE	L.F.	2,084	3.50	7,294.00
02370.02	SEDIMENTATION CONTROL LOG	EACH	19	90.00	1,710.00
02370.03	TYPE I DITCH CHECK	EACH	18	220.00	3,960.00
02370.04	ROCK DITCH CHECK	EACH	6	310.00	1,860.00
02370.05	EROSION CONTROL BLANKET	S.Y.	27	10.50	283.50
02511.01	ADJUST MANHOLE TO GRADE	EACH	1	2,800.00	2,800.00
02511.02	ADJUST WATER METER TO GRADE	EACH	2	150.00	300.00
02511.03	ADJUST WATER VALVE TO GRADE	EACH	9	150.00	1,350.00
02511.04	ADJUST WATER RISER TO GRADE	EACH	1	150.00	150.00
02511.05	ADJUST SANITARY VALVE TO GRADE	EACH	2	150.00	300.00
02511.06	ADJUST FIBER OPTIC PULL BOX TO GRADE	EACH	4	250.00	1,000.00
02511.07	REMOVE AND RELOCATE EXISTING FIRE HYDRANT	EACH	3	2,000.00	6,000.00
02511.08	6" PVC FOR FIRE HYDRANT RELOCATION	L.F.	21	100.00	2,100.00
02511.09	REMOVE AND RELOCATE SANITARY RELEASE VALVE	EACH	1	2,200.00	2,200.00
02612.01	18" CORRUGATED METAL PIPE CULVERT	L.F.	510	48.00	24,480.00
02612.02	21" CORRUGATED METAL PIPE CULVERT	L.F.	107	72.00	7,704.00
02612.03	24" CORRUGATED METAL PIPE CULVERT	L.F.	107	68.00	7,276.00
02612.04	30" CORRUGATED METAL PIPE CULVERT	L.F.	229	70.00	16,030.00
02612.05	48" CORRUGATED METAL PIPE CULVERT	L.F.	69	96.00	6,624.00
02612.06	18" SLOTTED DRAIN	L.F.	41	188.00	7,708.00
02612.07	8" PVC CULVERT	L.F.	127	18.00	2,286.00
02612.08	18" CORRUGATED METAL END SECTION	EACH	2	450.00	900.00
02612.09	21" CORRUGATED METAL END SECTION	EACH	1	500.00	500.00
02612.10	48" CORRUGATED METAL END SECTION	EACH	1	1,400.00	1,400.00
02632.01	SINGLE CURB INLET BASE, UNTRAPPED	EACH	11	4,000.00	44,000.00
02632.02	SINGLE CURB INLET RISER (4' AND OVER)	L.F.	25.2	135.00	3,402.00
02632.03	DOUBLE CURB INLET BASE, UNTRAPPED	EACH	1	7,500.00	7,500.00
02632.04	DOUBLE CURB INLET RISER (4' AND OVER)	L.F.	2.9	250.00	725.00
02632.05	AREA INLET BASE, UNTRAPPED	EACH	2	3,500.00	7,000.00
02632.06	AREA INLET RISER (4' AND OVER)	L.F.	3.5	250.00	875.00
02632.07	GRATED INLET BASE, UNTRAPPED	EACH	1	4,500.00	4,500.00
02632.08	GRATED INLET RISER (4' AND OVER)	L.F.	1.6	170.00	272.00
02632.09	42" PRECAST CONCRETE MANHOLE BASE	EACH	1	3,000.00	3,000.00
02632.10	42" PRECAST CONCRETE MANHOLE RISER (4' AND OVER)	L.F.	1.8	300.00	540.00
02632.11	60-INCH PRECAST CONCRETE MANHOLE BASE	EACH	1	4,000.00	4,000.00
02632.12	60-INCH PRECAST CONCRETE MANHOLE RISER (4' AND OVER)	L.F.	0.5	185.00	92.50
02632.13	96-INCH PRECAST CONCRETE MANHOLE BASE	EACH	1.0	14,000.00	14,000.00
02632.14	96-INCH PRECAST CONCRETE MANHOLE RISER (4' AND OVER)	L.F.	12.3	500.00	6,150.00
02635.01	RIP RAP	S.Y.	202.3	55.00	11,126.50
02725.01	REMOVE AND REPLACE 2" MERAMEC A GRAVEL	S.Y.	170	9.00	1,530.00
02725.02	REMOVE AND REPLACE 2" CLEAN STONE	S.Y.	141	9.00	1,269.00
02740.01	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	TONS	1,154	80.00	92,320.00
02740.02	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	2,153	73.00	157,169.00

NICHOLS ROAD RECONSTRUCTION – CITY OF OSAGE BEACH, MISSOURI

Item Number	Description	Qty	Unit	Unit Price	Extension
02740.03	TACK LIQUID ASPHALT (SS-1)	GAL	480	2.70	1,296.00
02740.04	PRIME LIQUID ASPHALT (MC-30)	GAL	3,230	4.25	13,727.50
02740.05	COLDMILLING BITUMINOUS PAVEMENT	S.Y.	392	8.50	3,332.00
02745.01	CONCRETE APPROACH PAVEMENT WITH WELDED WIRE FABRIC (6-INCH THICK)	S.Y.	499	60.00	29,940.00
02745.02	CONCRETE DRIVEWAY EXTENSION (9-INCH THICK)	S.Y.	452	60.00	27,120.00
02778.01	CONCRETE CURB AND GUTTER	L.F.	4,515	18.00	81,270.00
02778.02	CONCRETE GUTTER, TYPE A	L.F.	33	90.00	2,970.00
02778.03	CONCRETE CURB, TYPE S	L.F.	2,295	38.00	87,110.00
02778.04	CONCRETE SIDEWALK (4" THICK)	S.Y.	1,581.0	61.00	96,441.00
02778.06	TRUNCATED DOMES	S.F.	231	26.00	6,006.00
02778.06	STAMPED, COLORED CONCRETE PAVEMENT INCLUDING WELDED WIRE FABRIC (6-INCH NON-REINFORCED)	S.Y.	258.5	99.00	25,591.50
02778.07	PCC LANDSCAPE BANDING (18-INCH WIDE)	S.F.	867	12.00	10,404.00
02778.08	6 INCH RAISED CONCRETE MEDIAN	S.Y.	10	170.00	1,700.00
02780.01	CONCRETE LANDSCAPE PAVERS	S.F.	1,690	22.00	37,180.00
02810.01	IRRIGATION FOR MEDIANS	L.S.	1	25,000.00	25,000.00
02831.01	MODULAR BLOCK RETAINING WALL	S.F.	1144	51.00	58,344.00
02835.01	WHITE 4-INCH PAVEMENT MARKING PAINT	L.F.	4485	0.80	3,588.00
02835.02	YELLOW 4-INCH PAVEMENT MARKING PAINT	L.F.	4848	1.60	7,756.80
02835.03	WHITE PAVEMENT MRKG. (STOP BAR AND CROSS BLOCKS)	S.F.	250	10.40	2,600.00
02835.04	WHITE PAVEMENT MARKING (TURN ARROW)	EACH	13	103.40	1,344.20
02835.05	WHITE PAVEMENT MARKING ("YIELD")	EACH	3	517.00	1,551.00
02835.06	YELLOW 12-INCH PAVEMENT MARKING PAINT	L.F.	75	10.40	780.00
02840.01	PERMANENT SIGNAGE	S.F.	176.76	150.00	26,514.00
02921.01	SEEDING AND MULCHING	S.Y.	7,745	2.00	15,490.00
02921.02	FESCUE / KENTUCKY BLUEGRASS SODDING	S.Y.	366	21.00	7,686.00
02923.01	AMENDED SOILS FOR LANDSCAPING	C.Y.	255	70.00	17,850.00
02925.01	CRABAPPLE (2" CAL)	EACH	18	295.00	5,310.00
02925.02	JUNIPER 'KALLAYS COMPACT' (24" HT)	EACH	56	105.00	5,880.00
02925.03	JUNIPER 'SEA GREEN' (24" HT)	EACH	11	95.00	1,045.00
02925.04	FEATHER REED GRASS (1 GAL POT)	EACH	296	22.50	6,660.00
02925.05	COREOPSIS (1 GAL POT)	EACH	401	20.00	8,020.00
02925.06	DAYLILY (1 GAL POT)	EACH	603	19.50	11,758.50
02925.07	PRAIRIE DROPSEED (1 GAL POT)	EACH	129	20.00	2,580.00
02925.08	ROYAL CANDLES SPEEDWELL (1 GAL POT)	EACH	1,085	22.00	23,870.00
16120.01	LIGHTING UNIT BASE	C.Y.	12	2,000.00	24,000.00
16120.02	STREETLIGHT POST/LUMINAIRE	EACH	28	3,000.00	84,000.00
16120.03	POWER SUPPLY, MODOT TYPE 1 (OVERHEAD) SERVICE	EACH	1	1,000.00	1,000.00
16120.04	LIGHTING CONTROL CABINET, NEMA TYPE 3R RATING	EACH	1	7,000.00	7,000.00
16120.05	PREFORMED TYPE 1 PULL BOX	EACH	7	2,000.00	14,000.00
16120.06	CONDUIT IN TRENCH (2-INCH PVC SCHEDULE 40)	L.F.	3,644	7.50	27,330.00
16120.07	CONDUIT IN TRENCH (4-INCH PVC SCHEDULE 40)	L.F.	275	14.00	3,850.00
16120.08	#6 AWG CONDUCTOR CABLE	L.F.	12,948	1.20	15,537.60
16200.01	CONTRACTOR FURNISHED STAKING	L.S.	1	35,000.00	35,000.00

TOTAL OF ALL ITEMS: 1,996,190.10

Bid In writing: one million nine hundred ninety six thousand
one hundred ninety dollars and $\frac{10}{100}$

NICHOLS ROAD RECONSTRUCTION – CITY OF OSAGE BEACH, MISSOURI

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, which 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 therefor 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-6, paragraph 6.0 Bid Security.

Dated at 8: Am this 17 day of May, 2016.

LICENSE or CERTIFICATE NUMBER, if applicable 00946

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business As
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

NICHOLS ROAD RECONSTRUCTION - CITY OF OSAGE BEACH, MISSOURI

IF A PARTNERSHIP:

Name of Partnership

Member of Firm

Business Address of Bidder:

Telephone No. _____

IF A CORPORATION:

Name of Corporation
By Darrell A Kolb president
Signature & Title

ATTEST:

Denice M Burks (CORPORATE SEAL)

Business Address of Bidder:

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

Telephone No. _____

573 635 1316

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

MO

Name and Address of its: President

Darrell A Kolb 6616 Kolb Ln
J.C, MO 65101

Secretary

Denice M Burks 1206 Mehmert Pl
J.C, MO 65101

BID TABULATION

City of Osage Beach, Missouri
Nichols Road Reconstruction
Project # OB16-015

Bid Opening May 17, 2016		Est.		Engineers Estimate		Stockman Construction	
Item No.	Description	Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure
01800.01	Force Account	LS	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
02096.01	Mobilization	LS	1	\$85,000.00	\$85,000.00	\$121,000.00	\$121,000.00
02097.01	Traffic Control Plan	LS	1	\$34,000.00	\$34,000.00	\$45,000.00	\$45,000.00
02281.01	Remove Existing Raised Median	SF	843	\$15.00	\$12,645.00	\$3.50	\$2,950.50
02316.01	Subgrade Preparation	SY	24226	\$10.50	\$254,373.00	\$20.00	\$484,520.00
02370.01	Silt Fence	LF	2084	\$3.00	\$6,252.00	\$3.50	\$7,294.00
02370.02	Sedimentation Control Log	EACH	19	\$225.00	\$4,275.00	\$90.00	\$1,710.00
02370.03	Type 1 Ditch Check	EACH	18	\$165.00	\$2,970.00	\$220.00	\$3,960.00
02370.04	Rock Ditch Check	EACH	6	\$300.00	\$1,800.00	\$310.00	\$1,860.00
02370.05	Erosion Control Blanket	SY	27	\$3.00	\$81.00	\$10.50	\$283.50
02511.01	Adjust Manhole to Grade	EACH	1	\$600.00	\$600.00	\$2,800.00	\$2,800.00
02511.02	Adjust Water Meter to Grade	EACH	2	\$400.00	\$800.00	\$150.00	\$300.00
02511.03	Adjust Water Valve to Grade	EACH	9	\$400.00	\$3,600.00	\$150.00	\$1,350.00
02511.04	Adjust Water Riser to Grade	EACH	1	\$400.00	\$400.00	\$150.00	\$150.00
02511.05	Adjust Sanitary Valve to Grade	EACH	2	\$400.00	\$800.00	\$150.00	\$300.00
02511.06	Adjust Fiber Optic Pull Box to Grade	EACH	4	\$2,800.00	\$11,200.00	\$250.00	\$1,000.00
02511.07	Remove and Relocate Existing Fire Hydrant	EACH	3	\$2,800.00	\$8,400.00	\$2,000.00	\$6,000.00
02511.08	6" PVC for Fire Hydrant Relocation	LF	21	\$145.00	\$3,045.00	\$100.00	\$2,100.00
02511.09	Remove and Relocate Sanitary Release Valve	EACH	1	\$2,800.00	\$2,800.00	\$2,200.00	\$2,200.00
02612.01	18" Corrugated Metal Pipe Culvert	LF	510	\$59.00	\$30,090.00	\$48.00	\$24,480.00
02612.02	21" Corrugated Metal Pipe Culvert	LF	107	\$82.00	\$8,774.00	\$72.00	\$7,704.00
02612.03	24" Corrugated Metal Pipe Culvert	LF	107	\$86.00	\$9,202.00	\$68.00	\$7,276.00
02612.04	30" Corrugated Metal Pipe Culvert	LF	229	\$92.00	\$21,068.00	\$70.00	\$16,030.00
02612.05	48" Corrugated Metal Pipe Culvert	LF	69	\$119.00	\$8,211.00	\$96.00	\$6,624.00
02612.06	18" Slotted Drain	LF	41	\$125.00	\$5,125.00	\$188.00	\$7,708.00
02612.07	8" PVC Culvert	LF	127	\$155.00	\$19,685.00	\$18.00	\$2,286.00
02612.08	18" Corrugated Metal End Section	EACH	2	\$240.00	\$480.00	\$450.00	\$900.00
02612.09	21" Corrugated Metal End Section	EACH	1	\$275.00	\$275.00	\$500.00	\$500.00
02612.10	48" Corrugated Metal End Section	EACH	1	\$800.00	\$800.00	\$1,400.00	\$1,400.00
02632.01	Single Curb Inlet Base, Untrapped	EACH	11	\$2,400.00	\$26,400.00	\$4,000.00	\$44,000.00
02632.02	Single Curb Inlet Riser (4' and over)	LF	25.2	\$250.00	\$6,300.00	\$135.00	\$3,402.00
02632.03	Double Curb Inlet Base, Untrapped	EACH	1	\$2,800.00	\$2,800.00	\$7,500.00	\$7,500.00
02632.04	Double Curb Inlet Riser (4' and over)	LF	2.9	\$300.00	\$870.00	\$250.00	\$725.00
02632.05	Area Inlet Base, Untrapped	EACH	2	\$2,400.00	\$4,800.00	\$3,500.00	\$7,000.00
02632.06	Area Inlet Riser (4' and over)	LF	3.5	\$250.00	\$875.00	\$250.00	\$875.00
02632.07	Grated Inlet Base, Untrapped	EACH	1	\$2,400.00	\$2,400.00	\$4,500.00	\$4,500.00
02632.08	Grated Inlet Riser (4' and over)	LF	1.6	\$250.00	\$400.00	\$170.00	\$272.00
02632.09	42" Precast Concrete Manhole Base	EACH	1	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00
02632.10	42" Precast Concrete Manhole Riser (4' and over)	LF	1.8	\$250.00	\$450.00	\$300.00	\$540.00
02632.11	60" Precast Concrete Manhole Base	EACH	1	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00
02632.12	60" Precast Concrete Manhole Riser (4' and over)	LF	0.5	\$250.00	\$125.00	\$185.00	\$92.50
02632.13	96" Precast Concrete Manhole Base	EACH	1	\$4,000.00	\$4,000.00	\$14,000.00	\$14,000.00
02632.14	96" Precast Concrete Manhole Riser (4' and over)	LF	12.3	\$400.00	\$4,920.00	\$500.00	\$6,150.00
02635.01	Rip Rap	SY	202.3	\$35.00	\$7,080.50	\$55.00	\$11,126.50
02725.01	Remove and Replace 2" Meramec A Gravel	SY	170	\$35.00	\$5,950.00	\$9.00	\$1,530.00
02725.02	Remove and Replace 2" Clean Stone	SY	141	\$35.00	\$4,935.00	\$9.00	\$1,269.00
02740.01	Bitumous Pavement Mixture PG64-22 (BP-1)	TONS	1154	\$100.00	\$115,400.00	\$80.00	\$92,320.00
02740.02	Bitumous Pavement Mixture PG64-22 (Base)	TONS	2153	\$100.00	\$215,300.00	\$73.00	\$157,169.00
02740.03	Tack Liquid Asphalt (SS-1)	GAL	480	\$3.00	\$1,440.00	\$2.70	\$1,296.00
02740.04	Prime Liquid Asphalt (MC-30)	GAL	3230	\$3.95	\$12,758.50	\$4.25	\$13,727.50
02740.05	Coldmilling Bitumous Pavement	SY	392	\$5.00	\$1,960.00	\$8.50	\$3,332.00
02745.01	Concrete Approach Pavement w/ Welding Wire Fabric (6" Thick)	SY	499	\$96.00	\$47,904.00	\$60.00	\$29,940.00
02745.02	Concrete Driveway Extension (9" Thick)	SY	452	\$50.00	\$22,600.00	\$60.00	\$27,120.00

02778.01	Concrete Curb and Gutter	LF	4515	\$17.50	\$79,012.50	\$18.00	\$81,270.00
02778.02	Concrete Gutter, Type A	LF	33	\$42.00	\$1,386.00	\$90.00	\$2,970.00
02778.03	Concrete Curb , Type S	LF	2295	\$47.00	\$107,865.00	\$38.00	\$87,210.00
02778.04	Concrete Sidewalk (4" Thick)	SY	1581	\$50.00	\$79,050.00	\$61.00	\$96,441.00
02778.05	Truncated Domes	SF	231	\$28.00	\$6,468.00	\$26.00	\$6,006.00
02778.06	Stamped, Colored Concrete Pavement Including Welding Wire Fabric (6" Non-Reinforced)	SY	258.5	\$120.00	\$31,020.00	\$99.00	\$25,591.50
02778.07	PCC Landscape Banding (18" Wide)	SF	867	\$6.00	\$5,202.00	\$12.00	\$10,404.00
02778.08	6" Raised Concrete Median	SY	10	\$60.00	\$600.00	\$170.00	\$1,700.00
02780.01	Concrete Landscape Pavers	SF	1690	\$11.50	\$19,435.00	\$22.00	\$37,180.00
02810.01	Irrigation for Medians	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
02831.01	Modular Block Retaining Wall	SF	1144	\$45.00	\$51,480.00	\$51.00	\$58,344.00
02835.01	White 4" Pavement Marking Paint	LF	4485	\$1.70	\$7,624.50	\$0.80	\$3,588.00
02835.02	Yellow 4" Pavement Marking Paint	LF	4848	\$1.70	\$8,241.60	\$1.60	\$7,756.80
02835.03	White Pavement Marking (Stop Bar and Cross Blocks)	SF	250	\$5.00	\$1,250.00	\$10.40	\$2,600.00
02835.04	White Pavement Marking (Turn Around)	EACH	13	\$100.00	\$1,300.00	\$103.40	\$1,344.20
02835.05	White Pavement Marking ("Yield")	EACH	3	\$100.00	\$300.00	\$517.00	\$1,551.00
02835.06	Yellow 12" Pavement Marking Paint	LF	75	\$5.00	\$375.00	\$10.40	\$780.00
02840.01	Permanent Signage	SF	176.76	\$46.00	\$8,130.96	\$150.00	\$26,514.00
02921.01	Seeding and Mulching	SY	7745	\$3.90	\$30,205.50	\$2.00	\$15,490.00
02921.02	Fescue / Kentucky Bluegrass Sodding	SY	366	\$5.00	\$1,830.00	\$21.00	\$7,686.00
02923.01	Amended Soils for Landscaping	CY	255	\$48.00	\$12,240.00	\$70.00	\$17,850.00
02925.01	Crabapple (2" CAL)	EACH	18	\$350.00	\$6,300.00	\$295.00	\$5,310.00
02925.02	Juniper 'Kallays Compact' (24" HT)	EACH	56	\$40.00	\$2,240.00	\$105.00	\$5,880.00
02925.03	Juniper 'Sea Green' (24" HT)	EACH	11	\$40.00	\$440.00	\$95.00	\$1,045.00
02925.04	Feather Reed Grass (1 GAL POT)	EACH	296	\$40.00	\$11,840.00	\$22.50	\$6,660.00
02925.05	Coreopsis (1 GAL POT)	EACH	401	\$40.00	\$16,040.00	\$20.00	\$8,020.00
02925.06	Daylily (1 GAL POT)	EACH	603	\$40.00	\$24,120.00	\$19.50	\$11,758.50
02925.07	Prarie Dropseed (1 GAL POT)	EACH	129	\$40.00	\$5,160.00	\$20.00	\$2,580.00
02925.08	Royal Candles Speedwell (1 GAL POT)	EACH	1085	\$40.00	\$43,400.00	\$22.00	\$23,870.00
16120.01	Lighting Unit Base	CY	12	\$1,800.00	\$21,600.00	\$2,000.00	\$24,000.00
16120.02	Streetlight Post/Luminaire	EACH	28	\$3,400.00	\$95,200.00	\$3,000.00	\$84,000.00
16120.03	Power Supply, MoDOT Type 1 (Overhead) Service	EACH	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
16120.04	Lighting Control Cabinet, NEMA Type 3R Rating	EACH	1	\$3,450.00	\$3,450.00	\$7,000.00	\$7,000.00
16120.05	Performed Type 1 Pull Box	EACH	7	\$950.00	\$6,650.00	\$2,000.00	\$14,000.00
16120.06	Conduit in Trench (2" PVC Schedule 40)	LF	3644	\$6.25	\$22,775.00	\$7.50	\$27,330.00
16120.07	Conduit in Trench (4" PVC Schedule 40)	LF	275	\$12.50	\$3,437.50	\$14.00	\$3,850.00
16120.08	#6 AWG Conductor Cable	LF	12948	\$1.15	\$14,890.20	\$1.20	\$15,537.60
16200.01	Contractor Furnished Staking	LS	1	\$7,500.00	\$7,500.00	\$35,000.00	\$35,000.00
				Total Base Bid	\$1,804,977.76		\$1,996,190.10

Submission Date: May 24, 2016
Submitted By: Public Works Director
Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16.46 – Budget Amendment for funding for the Nichols Road Improvements

	<u>Original Budget</u>	<u>Amended Budget</u>
20-00-773119 Nichols Road Improvements	\$1,100,000	\$1,996,190
20-00-773216 Hwy 54/OB Parkway	\$ 750,000	\$ 695,806
20-00-773223 Mace Road	\$ 500,000	\$ 400,000

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

City Staff, citizens, and project vendors

Why is Board Action Required?

Board approval is 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 16.46.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

20-00-773119 – Nichols Road Improvements

Comments and Recommendation of Department:

This is the Budget Amendment needed for the funding of the Nichols Road Improvement Project. The additional funds can be obtained as follows:

Nichols Road Project	\$1,996,190
Current Budget (20-00-773119)	\$1,100,000
Lake Regional Health System Portion (Payment to City)	<u>\$ 250,217</u>
Additional Funds Needed	\$ 645,973
Estimated Transportation Unrestricted Ending Balance (Page 54 of 2016 Budget)	(\$491,779)
Transfer from Hwy 54/OB Parkway (20-00-773216)	(\$ 54,194)
Transfer from Mace Road (20-00-773223)	(\$100,000)

The Hwy 54/OB Parkway project is the sidewalk and roadway improvements at Barry Prewitt – Osage Beach Parkway Intersection. This project was budgeted at \$750,000. The current contract amount for this project is \$668,825. We will have \$26,981 left in this account if this transfer happens. This should cover unexpected change orders on this project if there are any.

Mace Road will not be completed this year. We have started the design process. We can allocate additional funds in the 2017 budget to cover this cost.

The Public Works Department recommends approval of this ordinance.

City Administrator Comments and Recommendation

To date we have not used or amended the budget to use any of the Transportation Unrestricted Ending Balance originally estimated for year end. This does deplete the unrestricted reserve in the Transportation Fund, however, I expect by year end there will be additional savings seen in other projects/line items to replenish a small portion of the reserve.

Concur with the Public Works Director's recommendation.

BILL NO. 16.46

ORDINANCE NO.16.46

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
20-00-773119 Nichols Road Improvements	\$1,100,000	\$1,996,190
20-00-773216 Hwy 54/OB Parkway	\$ 750,000	\$ 695,806
20-00-773223 Mace Road	\$ 500,000	\$ 400,000

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: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that the above Ordinance No. 16.46 was duly passed on June 9, 2016 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

One vacant seat in Ward 3

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

June 9, 2016

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.46.

John Olivarri, Mayor

June 9, 2016

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: June 2, 2016

Submitted By: Airport Manager
Public Works Director

Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16-47 – Authorization to allow Mayor to execute Construction Contract OB16-016 with Emery Sapp & Sons, Inc. for the Lee C. Fine Memorial Airport Reconstruction of Taxiway A.

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

City of Osage Beach staff 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 of Bill 16.47.

Are there any deadlines associated with this action?

Yes. This project must be approved prior to the taxiway application to the FAA.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
45-00-773216 Taxiway Project	\$195,000	\$2,042,786*
<i>*FY2017 Project to be budgeted</i>		

Comments and Recommendation of Department:

Bids were opened on May 10, 2016 for the Reconstruction of Taxiway A from Runway 4 to Taxiway C; Reconstruction of Taxiway D. The apparent low bidder is Emery Sapp &

Sons, Inc. with a bid of \$2,042,786.00. There were five bidders for this project as shown on the attached bid tab.

This project has not received full funding yet. We will be applying for FAA discretionary funding. This will cover 90 % of this project. We will have to use the City 2016 Non-primary Entitlement funds for Lee C. Fine in this 90%. The City gets \$150,000 of Non-Primary Entitlement Funds every year.

The City's portion of this contract is \$204,279.00. Options for funding of the City's portion will follow.

This project was not budgeted for construction in 2016 because we anticipate that we will not be notified by the FAA until later in the year. We plan to budget for this project in 2017.

The Public Works and Airport Departments recommend awarding this contract to Emery Sapp and Sons, Inc. contingent upon FAA funding.

City Administrator Comments and Recommendation

On June 18, 2015, the Board approved to move forward with the Parallel Taxiway Project at LCF with 90/10 MoDOT funding. Phase I design of the project was budgeted part in FY2015 and completed this year, FY2016. FY2017 funds will be budgeted for this portion.

BILL NO. 16-47

ORDINANCE NO. 16.47

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EMERY SAPP & SONS, INC. FOR CONSTRUCTION CONTRACT OB16-016 FOR THE LEE C. FINE MEMORIAL AIRPORT RECONSTRUCTION OF TAXIWAY A

WHEREAS, the Board of Aldermen has determined it is in the best interest of the City to authorize the contract with Emery Sapp & Sons, Inc. for Construction Contract OB16-016 for the Lee C. Fine Memorial Airport Reconstruction of Taxiway A

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Emery Sapp & Sons, Inc. to provide services as indicated on the attached bid form titled Lee C. Fine Memorial Airport Reconstruction of Taxiway A (Exhibit A).

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed two million, forty two thousand, seven hundred eighty six dollars. (\$2,042,786.00).

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

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____

READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.47 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:

One vacant seat in Ward 3

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.47.

John Olivarri, Mayor

Bill No. 16-47
Page 2

Ordinance No. 16-47

Date

ATTEST:

Diann Warner, City Clerk

PROPOSAL FORM
CITY OF OSAGE BEACH, MISSOURI
State Block Grant Project No. 15-046B-1

TO: Public Works Director/City Clerk

The undersigned, in compliance with the request for bids for construction of the following Project:

RECONSTRUCTION OF TAXIWAY A (NEW TAXIWAY A AND A3) FROM RUNWAY 4 END TO TAXIWAY C; RECONSTRUCTION OF TAXIWAY D (NEW TAXIWAY A2)

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BASE BID							
BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	MO-100-4.1	MOBILIZATION	1 L.S.	194,900 187,700	00 00	194,900 187,700	00 00
2	MO-152-4.1	CLASS A EXCAVATION	7,000 C.Y.	10	00	70,000	00
3	P-155-8.1	12" LIME TREATED SUBGRADE	19,860 S.Y.	5	80	115,188	00
4	P-155-8.2	LIME	830 TON	100	00	83,000	00
5	MO-156-4.5.1	SILT FENCE	10,500 L.F.	2	00	21,000	00
6	MO-156-9.5.1	INLET PROTECTION	12 EACH	155	00	1,860	00
7	MO-156-10.5.1	EROSION CONTROL BLANKET	3,230 S.Y.	2	30	7,429	00
8	P-208-5.1	AGGREGATE BASE COURSE SUBGRADE IMPROVEMENT	1,050 C.Y.	25	50	26,775	00
9	MO-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	23,070 S.Y.	6	95	160,336	50
10	P-501-8.1	10" PORTLAND CEMENT CONCRETE PAVEMENT	21,501 S.Y.	48	00	1,032,048	00
11	MO-601-5.1	PAVEMENT REMOVAL - HMA AND AGG LAYERS	20,360 S.Y.	2	25	45,810	00

12	MO-620-5.1	AIRPORT RUNWAY PAVEMENT MARKING (WHITE)	1,450 S.F.	2 95	4,277	50
13	MO-620-5.2	AIRPORT TAXIWAY PAVEMENT MARKING (YELLOW)	3,300 S.F.	2 95	9,735	00
14	MO-620-5.3	AIRPORT PAVEMENT MARKING (BLACK)	7,000 S.F.	1 90	13,300	00
15	MO-620-5.4	AIRPORT PAVEMENT MARKING REMOVAL	2,260 S.F.	3 75	8,475	00
16	D-705-5.1	4" PERFORATED UNDERDRAIN PIPE	4,720 L.F.	12 80	60,416	00
17	D-705-5.2	4" NON-PERFORATED UNDERDRAIN PIPE	670 L.F.	12 80	8,576	00
18	D-705-5.3	UNDERDRAIN CLEANOUT	5 EACH	1,100 00	5,500	00
19	D-705-5.4	DIRECT CONNECTION	6 EACH	800 00	4,800	00
20	D-705-5.5	UNDERDRAIN COLLECTION STRUCTURE	7 EACH	1,100 00	7,700	00
21	MO-901-5.1	AIRPORT SEEDING	9.0 ACRE	950 00	8,550	00
22	T-904-5.1	SODDING	1,730 S.Y.	6 50	11,245	00
23	MO-908-5.1	AIRPORT MULCHING	9.0 ACRE	1,450	13,050	00
24	MO-108-5.1	AIRPORT UNDERGROUND CABLE (1-1/C, #8 AWG, 5KV) IN UNIT DUCT	3,000 L.F.	3 00	9,000	00
25	MO-108-5.2	BEACON CIRCUIT (2 #10 XLP-USE, 1 #8 GND.) IN 1" UNIT DUCT	370 L.F.	3 00	1,110	00
26	MO-108-5.3	WIND CONE CIRCUIT (2 #10 XLP-USE, 1 #8 GND.) IN 1" UNIT DUCT	370 L.F.	3 00	1,110	00
27	MO-108-5.4	COUNTERPOISE - COPPER GUARD WIRE	2,340 L.F.	1 00	2,340	00
28	MO-108-5.5	COUNTERPOISE - GROUND ROD	14 EACH	75 00	1,050	00
29	MO-110-5.1	AIRPORT 2 - 4" CONCRETE ENCASED ELECTRICAL DUCT	235 L.F.	45 00	10,575	00
30	MO-110-5.2	AIRPORT 4 - 4" CONCRETE ENCASED ELECTRICAL DUCT	70 L.F.	75 00	5,250	00
31	MO-110-5.3	DUCT EXTENSION	35 L.F.	45 00	1,575	00
32	MO-110-5.4	AIRPORT 1 - 2" CONCRETE ENCASED ELECTRICAL DUCT	45 L.F.	16 00	720	00

33	MO-125-5.1	REMOVE AND REPLACE LIGHTED AIRFIELD SIGN (LED)	9 EACH	3,500	00	31,500	00
34	MO-125-5.2	REMOVE AND REPLACE UNLIGHTED AIRFIELD SIGN	1 EACH	2,000	00	2,000	00
35	MO-125-5.3	INSTALL TAXIWAY REFLECTORS	109 EACH	100	00	10,900	00
36	MO-125-5.4	AIRFIELD GUIDANCE SIGN (LED)	2 EACH	3,000	00	6,000	00
37	MO-125-5.5	AIRPORT RUNWAY LIGHT, MEDIUM INTENSITY, BASE MOUNTED (WHITE)	1 EACH	750	00	750	00
38	MO-125-5.6	SPLICE CAN	4 EACH	725	00	2,900	00
39	MO-125-5.7	REMOVE SPLICE CAN	2 EACH	100	00	200	00
40	SP-1-5.1	STABILIZATION GRID	3,500 S.Y.	4	75	16,625	00
41	SP-2-5.1	BITUMINOUS MILLING PLACEMENT	1,540 C.Y.	5	50	8,470	00
42	SP-3-5.1	ACCESS DRIVEWAY	1 L.S.	16,740	00	16,740	00

TOTAL

~~\$ 2,035,586.00~~
\$ 2,042,786.00

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed one hundred fifty (150) calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

May 10, 2016 Bid Tabulation
Lee C. Fine Memorial Airport
 Reconstruction of Taxiway A from Runway 4 to Taxiway C, Reconstruction of Taxiway D
 Orange Beach, Missouri

BASE BID	ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE			LEHMAN CONSTRUCTION, LLC CALIFORNIA, MO	PHILLIPS HARDY, INC. BOONVILLE, MO	IDEMER, INC. ST. JOSEPH, MO	MIDWEST HEAVY CONSTRUCTION, LLC PLEASANT HILL, MO
					UNIT COST	TOTAL COST	UNIT COST				
	MO-1004.1	MOBILIZATION	LS	1	\$299,740.00	\$299,740.00	\$181,890.00	\$181,890.00	\$181,890.00	\$181,890.00	\$181,890.00
	MO-1024.1	CLASS EXCAVATION	CY	7,000	\$124.150	\$869,050.00	\$124.150	\$869,050.00	\$124.150	\$869,050.00	\$124.150
	P-1058.1	12" LIME TREATED SUBGRADE	SY	19,890	\$60.00	\$1,193,340.00	\$60.00	\$1,193,340.00	\$60.00	\$1,193,340.00	\$60.00
	P-1058.2	LIME	TON	850	\$60.00	\$51,000.00	\$60.00	\$51,000.00	\$60.00	\$51,000.00	\$60.00
	MO-1064-4.1	SILT FENCE	EA	10,500	\$44.025	\$462,262.50	\$44.025	\$462,262.50	\$44.025	\$462,262.50	\$44.025
	MO-1064-5.1	INLET PROTECTION	EA	12	\$2,400.00	\$28,800.00	\$2,400.00	\$28,800.00	\$2,400.00	\$28,800.00	\$2,400.00
	MO-1064-5.1	EROSION CONTROL BLANKET	SY	3,200	\$9,000.00	\$28,800.00	\$9,000.00	\$28,800.00	\$9,000.00	\$28,800.00	\$9,000.00
	P-208-5.1	AGGREGATE BASE COURSE SUBGRADE IMPROVEMENT	CY	1,050	\$21.00	\$22,050.00	\$21.00	\$22,050.00	\$21.00	\$22,050.00	\$21.00
	MO-208-5.1	6" CRUSHED AGGREGATE BASE COURSE	SY	23,070	\$12.00	\$276,840.00	\$12.00	\$276,840.00	\$12.00	\$276,840.00	\$12.00
	P-501-8.1	10" PORTLAND CEMENT CONCRETE PAVEMENT	SY	21,501	\$60.00	\$1,290,060.00	\$60.00	\$1,290,060.00	\$60.00	\$1,290,060.00	\$60.00
	MO-601-8.1	PAVEMENT REMOVAL - HMA AND AGG LAYERS	SY	20,360	\$15.00	\$305,400.00	\$15.00	\$305,400.00	\$15.00	\$305,400.00	\$15.00
	MO-605-5.1	AIRPORT RUNWAY PAVEMENT MARKINGS (WHITE)	SY	1,450	\$1,412.50	\$2,048,125.00	\$1,412.50	\$2,048,125.00	\$1,412.50	\$2,048,125.00	\$1,412.50
	MO-605-5.2	AIRPORT TAXIWAY PAVEMENT MARKINGS (YELLOW)	SY	3,000	\$1,25.00	\$375,000.00	\$1,25.00	\$375,000.00	\$1,25.00	\$375,000.00	\$1,25.00
	MO-605-5.3	AIRPORT PAVEMENT MARKINGS (BLACK)	SY	7,000	\$1,25.00	\$875,000.00	\$1,25.00	\$875,000.00	\$1,25.00	\$875,000.00	\$1,25.00
	MO-605-5.4	AIRPORT PAVEMENT MARKINGS (RED)	SY	2,260	\$1,25.00	\$282,500.00	\$1,25.00	\$282,500.00	\$1,25.00	\$282,500.00	\$1,25.00
	D-1054-2	4" HDPE UNDERDRAIN PIPE	LF	4,720	\$12.00	\$56,640.00	\$12.00	\$56,640.00	\$12.00	\$56,640.00	\$12.00
	D-1054-3	4" HDPE UNDERDRAIN MANHOLE	EA	97	\$65.00	\$6,305.00	\$65.00	\$6,305.00	\$65.00	\$6,305.00	\$65.00
	D-1054-4	UNDERDRAIN CLEANOUT	EA	8	\$65.00	\$520.00	\$65.00	\$520.00	\$65.00	\$520.00	\$65.00
	D-1054-5	DIRECT CONNECTION	EA	7	\$1,050.00	\$7,350.00	\$1,050.00	\$7,350.00	\$1,050.00	\$7,350.00	\$1,050.00
	MO-1054-5.1	UNDERDRAIN COLLECTION STRUCTURE	EA	9.0	\$1,600.00	\$14,400.00	\$1,600.00	\$14,400.00	\$1,600.00	\$14,400.00	\$1,600.00
	T-804-5.1	SOODING	SY	1,730	\$7.00	\$12,110.00	\$7.00	\$12,110.00	\$7.00	\$12,110.00	\$7.00
	MO-908-5.1	AIRPORT MALCHING	AC	6.0	\$1,600.00	\$9,600.00	\$1,600.00	\$9,600.00	\$1,600.00	\$9,600.00	\$1,600.00
	MO-108-5.1	AIRPORT UNDERGROUND CABLE (1-1C, 48 AWG, 30KV IN UNIT DUCT	LF	3,000	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$10.00
	MO-108-5.2	BEACON CIRCUIT #2 #10 ALP-USE, 1 #8 GND IN 1" UNIT DUCT	LF	370	\$10.00	\$3,700.00	\$10.00	\$3,700.00	\$10.00	\$3,700.00	\$10.00
	MO-108-5.3	WHD CONE CIRCUIT #2 #10 ALP-USE, 1 #8 GND IN 1" UNIT DUCT	LF	370	\$10.00	\$3,700.00	\$10.00	\$3,700.00	\$10.00	\$3,700.00	\$10.00
	MO-108-5.4	COUNTERPOISE - COPPER GUARD WIRE	LF	2,340	\$8.25	\$19,305.00	\$8.25	\$19,305.00	\$8.25	\$19,305.00	\$8.25
	MO-108-5.5	COUNTERPOISE - GROUND ROD	EA	14	\$200.00	\$2,800.00	\$200.00	\$2,800.00	\$200.00	\$2,800.00	\$200.00
	MO-1105-1	AIRPORT 2 - 4" CONCRETE ENCASED ELECTRICAL DUCT	LF	225	\$1,750.00	\$393,750.00	\$1,750.00	\$393,750.00	\$1,750.00	\$393,750.00	\$1,750.00
	MO-1105-2	AIRPORT 4 - 4" CONCRETE ENCASED ELECTRICAL DUCT	LF	70	\$90.00	\$6,300.00	\$90.00	\$6,300.00	\$90.00	\$6,300.00	\$90.00
	MO-1105-3	AIRPORT 2 - 4" CONCRETE ENCASED ELECTRICAL DUCT	LF	35	\$2,025.00	\$70,875.00	\$2,025.00	\$70,875.00	\$2,025.00	\$70,875.00	\$2,025.00
	MO-1105-4	AIRPORT 4 - 4" CONCRETE ENCASED ELECTRICAL DUCT	LF	25	\$1,750.00	\$43,750.00	\$1,750.00	\$43,750.00	\$1,750.00	\$43,750.00	\$1,750.00
	MO-125-5.1	REMOVE AND REPLACE LIGHTED AIRFIELD SIGN (LED)	EA	9	\$8,000.00	\$72,000.00	\$8,000.00	\$72,000.00	\$8,000.00	\$72,000.00	\$8,000.00
	MO-125-5.2	REMOVE AND REPLACE UNLIGHTED AIRFIELD SIGN	EA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	MO-125-5.3	INSTALL TAXIWAY REFLECTORS	EA	108	\$6,000.00	\$648,000.00	\$6,000.00	\$648,000.00	\$6,000.00	\$648,000.00	\$6,000.00
	MO-125-5.4	AIRFIELD GUIDANCE SIGN (LED)	EA	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00
	MO-125-5.5	AIRPORT RUNWAY LIGHT, MEDIUM INTENSITY, BASE MOUNTED (WHITE)	EA	4	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$250.00
	MO-125-5.6	SPLICE CAN	EA	2	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00
	MO-125-5.7	REMOVE SPLICE CAN	EA	2	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00
	SP-1-5.1	STABILIZATION GRID	SY	3,500	\$6.00	\$21,000.00	\$6.00	\$21,000.00	\$6.00	\$21,000.00	\$6.00
	SP-2-5.1	BITUMINOUS MILLING PLACEMENT	CY	1,540	\$8.00	\$12,320.00	\$8.00	\$12,320.00	\$8.00	\$12,320.00	\$8.00
	SP-3-5.1	ACCESS DRIVEWAY	LS	1	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
					TOTAL = \$2,857,132.50	TOTAL = \$2,857,132.50	TOTAL = \$2,857,132.50	TOTAL = \$2,857,132.50	TOTAL = \$2,857,132.50	TOTAL = \$2,857,132.50	TOTAL = \$2,857,132.50

DBE (11% GOAL)	11.07%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%	11.1%
DBE Goal Met (Yes/No)	N/A										
DBE Bid Award	Yes										
DBE Bid Back	Yes										
Addression No. 1	Acc/Included										
Statement of Qualification/Approval Print	Yes										
E-Verify	Yes										
Signature and Attach	Signed w/ Attach.										

* Each DBE proposal listed Scott's Concrete at 100% participation. Idemer also showed Scott's, but at 60%.

Land Disturbance Permit (P1 - 45 acres):	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Design/Build/Engineering (NPE):	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96	\$222,072.96
Construction Engineering (Estimate):	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
Base Bid Total Project Cost (Estimated):	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46	\$3,328,705.46

By: *[Signature]*
 Brian H. Hulse, P.E. - Crawford, Murphy & Tibb, Inc.

CMT
 Engineers and Consultants

One Memorial Drive, Suite 500
 Saint Louis, Missouri 63102
 (314) 436-5500

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competing bidders or market conditions. Options of probable construction costs herein are based upon the information provided to the Engineer and are not a guarantee. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will vary from the amount of probable costs.

I hereby certify that the bid tabulation herein was prepared by me or under my direct supervision. The individual contractor Unit Bid Prices and Bid Amounts are the actual prices bid and amounts placed on the proposal forms.

Submission Date: May 18, 2016
Submitted By: Airport Manager
Public Works Director
Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16.48 – Authorization to allow Mayor to execute Construction Contract OB16-020 with Cannon General Contractors Inc. for the Lee C. Fine Memorial Airport Reconstruction of Southwest Apron.

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

City of Osage Beach staff and citizens,

Why is Board Action Required?

Board approval is 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 16.48.

Are there any deadlines associated with this action?

Yes, this project must be approved prior to the taxiway application to the FAA

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
45-00-773225 Apron Project	\$22,940	\$224,678.50

Comments and Recommendation of Department:

Bids were opened on May 18, 2016 for the LCF Southwest Apron Reconstruction Project. The apparent low bidder is Cannon General Contractors Inc. with a bid of \$224,678.50. There were three bidders for this project as shown on the attached bid tab.

This project is funded with Non-Primary Entitlement funds (funds from FAA through MoDOT), a 90/10 grant – City is responsible for 10% funding. We may have to transfer Non-Primary Entitlement Funds from Grand Glaize Airport to Lee C. Fine to cover this project.

We have sent in a request for MoDOT to concur with this award. We plan on having concurrence prior to the Board Meeting.

City Administrator Comments and Recommendation

As you recall this was not a budgeted project in the FY2016 Budget. In March, the Board approved to move forward with the project and the engineering portion of the contract was awarded to CMT. This is the construction portion of the project and a budget amendment with funding details will follow in the packet. The City's 10% responsibility for this project may be funded with LCF's unrestricted reserves.

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

BILL NO. 16-48

ORDINANCE NO. 16.48

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CANNON GENERAL CONTRACTORS, INC. FOR CONSTRUCTION CONTRACT OB16-013 FOR THE LEE C. FINE MEMORIAL AIRPORT RECONSTRUCTION OF SOUTHWEST APRON PROJECT

WHEREAS, the Board of Aldermen has determined it is in the best interest of the City to authorize the contract with Cannon General Contractors, Inc. for Construction Contract OB16-013 for the Lee C. Fine Memorial Airport Reconstruction of Southwest Apron Project

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Cannon General Contractors, Inc. to provide services as indicated on the attached bid form titled Lee C. Fine Memorial Airport Reconstruction of Southwest Apron Project (Exhibit A).

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed two hundred twenty four thousand, six hundred seventy nine dollars. (\$224,679.00).

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

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that the above Ordinance No. 16.48 was duly passed on June 9, 2016 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

One vacant seat in Ward 3

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

June 9, 2016

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.48.

Bill No. 16-48
Page 2

Ordinance No. 16-48

June 9, 2016
Date

John Olivarri, Mayor

ATTEST:

Diann Warner, City Clerk



May 27, 2016

Mr. Nick Edelman, P.E.
Public Works Director
City of Osage Beach, Missouri
5757 Chapel Drive
Osage Beach, MO 65065

Re : *Lee C. Fine Memorial Airport
Reconstruction of Southwest Apron
State Project No. 16-046B-1
CMT Project Number: 16486-01-00*

Recommendation to Award

Dear Mr. Edelman,

We have reviewed the information on the bids received on May 18, 2016 for the above referenced project. Based upon our review of the bid proposals, the lowest responsible bidder is:

Cannon General Contractors, Inc.
193 N. Lincoln Drive
Troy, MO 63379

As of this date, Cannon General Contractors, Inc. is not debarred, suspended, or otherwise ineligible to participate in a project funded with federal money. Therefore, based upon the Tabulation of Bids and the available budget, CMT recommends that the contract for the above referenced project be awarded to Cannon General Contractors, Inc. in the amount of \$224,678.50.

We are submitting with this letter the Tabulation of Bids, a review of the bidding process, and Bid Proposal from Cannon General Contractors, Inc., along with a copy of their Bid Bond. Upon the City concurrence, please send these documents along with the enclosed cover letter to MoDOT for their formal review at the following address:

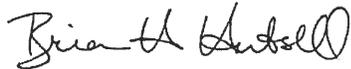
Via U.S. Mail
Mr. Andrew Hanks, P.E.
Missouri Department of Transportation
MoDOT Aviation Section
P.O. Box 270
Jefferson City, MO 65102

Via UPS/FedEx
Mr. Andrew Hanks, P.E.
Missouri Department of Transportation
MoDOT Aviation Section
105 West Capitol Ave.
Jefferson City, MO 65101

Mr. Nick Edelman.
May 27, 2016
Page 2 of 2

Once MoDOT gives their authorization to award, I will send you a copy of the Notice of Award that will need to be sent to the contractor. If you have any questions, do not hesitate to contact me at 314-571-9077 or by e-mail at bhutsell@cmtengr.com. I am also e-mailing you an electronic copy of the letter for you to send to MoDOT in the event that you would like to make changes.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.



Brian Hutsell, P.E.
Project Engineer

Enclosures: Cover Letter, Tabulation of Bids, Bid Proposal from Cannon General Contractors, Inc., Bid Bond

CC: Mr. Andrew Hanks, P.E. – MoDOT Aviation (PDF copy)

May 18, 2016 Bid Tabulation
Lee C. Fine Memorial Airport
 Reconstruction of Southwest Apron
 Osage Beach, Missouri

ITEM	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE			CANNON GENERAL CONTRACTORS, INC. TROY, MO			EMERY SAPP & SONS, INC. COLUMBIA, MO			PHILLIPS HARDY, INC. BOONVILLE, MO		
			QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
MO-100-4.1	MOBILIZATION	LS	1	\$ 18,522.84	\$ 18,522.84	\$24,815.00	\$24,815.00	\$36,850.00	\$36,850.00	\$100,000.00	\$100,000.00			
MO-152-4.1	CLASS A EXCAVATION	CY	850	\$ 20.00	\$ 17,000.00	\$11.00	\$9,350.00	\$16.00	\$13,600.00	\$25.00	\$21,250.00			
MO-156-4.5.1	SILT FENCE	LF	320	\$ 3.50	\$ 1,120.00	\$3.30	\$1,056.00	\$2.00	\$640.00	\$7.00	\$2,240.00			
MO-156-10.5.1	EROSION CONTROL BLANKET	SY	675	\$ 4.00	\$ 2,700.00	\$3.85	\$2,588.75	\$2.30	\$1,552.50	\$5.00	\$3,375.00			
P-208-5.1	AGGREGATE BASE COURSE SUBGRADE IMPROVEMENT	CY	585	\$ 21.00	\$ 12,285.00	\$39.70	\$23,224.50	\$34.00	\$19,890.00	\$22.00	\$12,870.00			
MO-209-5.1	4" CRUSHED AGGREGATE BASE COURSE	SY	1,755	\$ 15.00	\$ 26,325.00	\$4.55	\$7,985.25	\$8.50	\$14,917.50	\$6.00	\$10,530.00			
P-501-18.1	8" PORTLAND CEMENT CONCRETE APRON PAVEMENT	SY	1,694	\$ 72.00	\$ 121,968.00	\$67.75	\$114,768.50	\$56.00	\$94,864.00	\$75.00	\$127,050.00			
MO-801-5.1	APRON PAVEMENT REMOVAL - 4" HMA	SY	1,570	\$ 40.00	\$ 62,800.00	\$69.30	\$108,819.00	\$94.00	\$147,160.00	\$100.00	\$157,000.00			
MO-820-5.1	AIRPORT PAVEMENT MARKING (YELLOW)	SF	260	\$ 4.00	\$ 1,040.00	\$3.55	\$923.00	\$8.70	\$2,262.00	\$4.00	\$1,040.00			
MO-820-5.2	AIRPORT PAVEMENT MARKING (BLACK)	SF	390	\$ 4.00	\$ 1,560.00	\$9.35	\$3,631.50	\$2.95	\$1,141.05	\$6.00	\$2,340.00			
MO-901-5.1	AIRPORT SEEDING	AC	0.3	\$ 3,000.00	\$ 900.00	\$7,350.00	\$2,205.00	\$3,000.00	\$900.00	\$15,000.00	\$4,500.00			
MO-110-5.1	AIRPORT 1 - 4" CONCRETE ENCASED ELECTRICAL SPLIT DUCT	LF	238	\$ 75.00	\$ 17,850.00	\$89.80	\$21,372.60	\$60.00	\$14,280.00	\$55.00	\$13,090.00			
MO-125-5.1	INSTALL TAXIWAY/APRON EDGE REFLECTORS	EA	9	\$ 120.00	\$ 1,080.00	\$185.00	\$1,665.00	\$100.00	\$900.00	\$175.00	\$1,575.00			
SP-1-5.1	STABILIZATION GRID	SY	1,755	\$ 7.00	\$ 12,285.00	\$5.40	\$9,477.00	\$6.00	\$10,530.00	\$8.00	\$14,040.00			
SP-2-5.1	REPLACE SANITARY CLEANOUT	EA	1	\$ 880.00	\$ 880.00	\$550.00	\$550.00	\$1,230.00	\$1,230.00	\$4,000.00	\$4,000.00			
			TOTAL =	\$ 250,056.64	\$ 250,056.64	\$224,878.50	\$224,878.50	\$228,087.00	\$228,087.00	\$1,230.00	\$4,000.00	TOTAL =	\$328,330.00	

Prepared By:
 Crawford, Murphy, & Tilly, Inc.
 One Memorial Drive, Suite 500
 Saint Louis, Missouri 63102
 (314) 436-5500



The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs herein are based upon the information known to the Engineer at the time the estimates were prepared and represent only the Engineer's judgment as a design professional furnished with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the option of probable costs.

I hereby certify that the bid tabulation herein was prepared by me or under my direct supervision. The individual contractor Unit Bid Prices and Bid Amounts are the actual prices and amounts placed on the proposal form.

By: *[Signature]*
 Brad J. Hutsell, P.E. - Crawford, Murphy & Tilly, Inc.

DBE (6% GOAL):	5.0%			
DBE Good Faith Effort:	N/A	5.05%	N/A	0%
Buy American:	Yes	Yes	Yes	NO
Bid Bond:	Yes	Yes	Yes	Yes
Addendum No. 1:	Ack/Included	Ack/Included	Ack/Included	Yes
Statement of Qualification/Approved Prime:	Yes	Yes	Yes	Ack/Included
E-Verify:	Signed w/ Attach.	Signed w/ Attach.	Signed w/ Attach.	Yes
Signature and Attest:	Yes	Yes	Yes	Yes

Design/Bid Engineering:	\$22,939.75	\$22,939.75	\$22,939.75
Construction Engineering (Estimated):	\$36,000.00	\$36,000.00	\$36,000.00
Base Bid Total Project Cost (Estimated):	\$308,995.39	\$283,618.25	\$287,026.75
			\$387,269.75

Submission Date: June 2, 2016

Submitted By: Airport Manager
Public Works Director

Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16-49 – Authorization to allow Mayor to execute Supplemental Agreement for Lee C Fine Southwest Apron Project.

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 16.49.

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	\$22,940	\$72,510.33

Comments and Recommendation of Department:

This agreement is to provide construction inspection services for the Lee C. Fine Southwest Apron Reconstruction. We normally don't include construction services in the original agreement with aviation projects. We plan it this way to get a better understanding of what all is involved after we have the project designed.

This agreement will be covered by grant funds in the amount of 90%. The total cost for this supplemental agreement (construction services) is in the not to exceed amount of \$49,570.58 which will raise the total contracted amount to \$72,510.33. The City will be responsible for 10% of this supplemental agreement or \$7,251.03.

A budget amendment will follow if this is approved and Non-Primary Entitlement funds (funds from FAA through MoDOT) will need to be transferred from Grand Glaize to Lee C. Fine.

The Airports and the Public Work Department recommend approval of this ordinance.

City Administrator Comments and Recommendation

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

BILL NO. 16-49

ORDINANCE NO. 16.49

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 LEE C. FINE MEMORIAL AIRPORT

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

WHEREAS, the City desires to enter into Supplemental Agreement No. 1 to complete, extend or continue the original agreement.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the Aviation Project Consultant Supplemental Agreement No. 1 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 forty nine thousand five hundred seventy and 58/100 dollars (\$49,570.58).

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: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that the above Ordinance No. 16.49 was duly passed on June 9, 2016 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

One vacant seat in Ward 3

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

June 9, 2016
Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.49.

June 9, 2016
Date

John Olivarri, Mayor

ATTEST:

Diann Warner, City Clerk

Airport Name:	<u>Lee C. Fine Memorial Airport</u>
Project No.:	<u>15-046B-1</u>
County:	<u>Miller</u>

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of **Osage Beach, Missouri** (hereinafter, "Sponsor") and **Crawford, Murphy & Tilly, Inc.** (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on **March 21, 2016**, to accomplish a project at the **Lee C. Fine Memorial Airport**, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section ~~(16)(State)~~ or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section ~~(8)(State)~~ or (9)(Federal) of the Original Agreement, with the following revisions to Paragraph (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 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned 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 30 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. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received 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 all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding 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 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 percent retainage will control.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section ~~(8)(State)~~ or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$2,416.30	\$4,295.71	\$6,712.01
Max. Fee Payable	\$22,939.75	\$49,570.58	\$72,510.33

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be **120** calendar days. The projected completion date shown on Exhibit VI is now revised to **45 calendar days after construction completion**, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. 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 Supplemental Agreement No. 1 dollar value.

(B) 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 Supplemental Agreement No. 1 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

(5) 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 Supplemental Agreement No. 1 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 Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Terracon, Inc.	3601 Mojave Ct #A Columbia, MO	Materials Testing
AllState Consultants	3312 LeMone Industrial Blvd. Columbia, MO 65201	Geotechnical Inspection
Precision Daylighting	8 Capper Dr. Pacific, MO 63069	Vacuum Excavation

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT

SPONSOR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

Approved as to Form:

Approved as to Form:

By _____

By _____

Title _____

Title _____

EXHIBIT II - SA1
SCOPE OF SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal Construction Observation Program** in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
 - c. Prepare and submit to the Sponsor an updated **Airport Layout Plan (ALP)** showing as-built conditions. All ALP sheets affected by the project will be updated. The sponsor will approve and sign as necessary and

forward four (4) full size copies to MoDOT for approval. MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.

- d. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT IV-1-SA1
DERIVATION OF CONSULTANT PROJECT COSTS
LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCTION OF SOUTHWEST APRON

CONSTRUCTION PHASE SERVICES

June 1, 2016

<u>Basic Services</u>	<u>Fee</u>	<u>Hours</u>
<u>Construction Phase</u>	<u>\$49,570.58</u>	<u>343</u>
Total	\$49,570.58	343

EXHIBIT IV-2-SAI

DERIVATION OF CONSULTANT PROJECT COSTS

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

CONSTRUCTION PHASE SERVICES

June 1, 2016

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR (2016 rates)	COST (\$)
Principal	0	\$75.62	\$0.00
Senior Project Engineer	1	59.98	\$59.98
Project Manager	45	45.93	\$2,066.85
Senior Engineer	48	35.55	\$1,706.40
Engineer	226	28.25	\$6,384.50
Senior Planner	0	35.08	\$0.00
Planner	0	23.38	\$0.00
Registered Land Surveyor	0	41.60	\$0.00
Senior Technician	16	33.97	\$543.52
Technician II	0	24.29	\$0.00
Clerk/Secretary	7	21.51	\$150.57
	343		

Total Direct Salary Costs = \$10,911.82

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 162.45 % = \$17,726.25

3 **SUBTOTAL:**

Items 1 and 2 = \$28,638.07

4 **PROFIT:**

15 % of Item 3 Subtotal = \$4,295.71 Fixed Fee
Subtotal = \$32,933.78 Not to Exceed

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

a. Mileage	2720 Miles @	\$0.54 / Mile =	\$1,468.80	
b. Construction Vehicle	15 Days @	\$65.00 / Day =	\$975.00	
c. Meals	15 Days @	\$32.00 / Day =	\$480.00	
d. Motel	15 Nights @	\$89.00 / Night =	\$1,335.00	(per GSA)
e. Printing and Shipping		=	\$400.00	

Total Out-of-Pocket Expenses = \$4,658.80

6 **SUBCONTRACT COSTS:**

a. Material Testing (Terracon - Columbia, MO)	=	\$6,878.00	
b. Geotech. Inspection (AllState - Columbia, MO) (Est.)	=	\$1,600.00	
c. Vacuum Invest. (Precision Daylighting - Pacific, MO) (E	=	\$3,500.00	
	=		\$11,978.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$49,570.58 Not to Exceed

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

Exhibit V-SA1
 LEE C. FINE MEMORIAL AIRPORT
 CITY OF OSAGE BEACH, MISSOURI
 BASIC AND SPECIAL SERVICES
 RECONSTRUCTION OF SOUTHWEST APRON
 June 14, 2016

Classification:	Principal	Senior Project Engineer	Project Manager	Senior Engineer	Engineer	Senior Planner	Planner	Registered Land Surveyor	Senior Technician	Technician	Client/Secretary	Other Costs
Gross Hourly Rate:	\$228.23	\$181.03	\$138.62	\$107.50	\$85.26	\$105.88	\$70.56	\$125.56	\$102.53	\$73.31	\$64.92	
A. BASIC SERVICES												
2. Construction Phase:												
Prepare copies of plans/specs for use by Contractor during construction					4						1	
Prepare electronic files for contractor use					2				2			
Develop COP in accordance with MODOT requirements			2		8							
Set up const. documentation paperwork, file folders, project binders, etc.					8							
Attend and conduct preconstruction conference and distribute minutes			10		8							
Review shop drawings, material certifications, Buy American Certifications				18	150							
Full time Onsite R.E. #1 (10 hour days for 15 days)					24							
Travel/Onsite R.E. #1 (4 trips)												
Office Support				8								
Prepare change orders, pay requests			2	8							6	
Review payrolls			1									
Project Manager Site Visits (One Visit)				4	8							
Respond to field issues throughout duration of project		1							8			
Attend and conduct final inspection			10									
Verify completion of punch list (conducted by RE)				2	10							
Prepare and submit record drawings (9 sheets)				6	4							
Prepare and submit Final Testing Report / Closeout Report				2								
Final DBE Documentation												
Update & Submit A/P to show As Built Conditions				2					6			
Total hours =	343	1	45	48	226	0	0	0	16	0	7	(1, 2, 3, 4, 5)
Total =	\$49,570.58	\$181.03	\$6,238.11	\$5,150.21	\$19,269.54	\$0.00	\$0.00	\$0.00	\$1,640.44	\$0.00	\$454.45	\$16,636.80
PART A SUBTOTAL = \$49,570.58												
B. SPECIAL SERVICES												
Total hours =	0	0	0	0	0	0	0	0	0	0	0	(1, 2, 3, 4, 5)
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B SUBTOTAL = \$0.00												
GRAND TOTAL = \$49,570.58												

Submission Date: May 24, 2016

Submitted By: Airport Manager
Public Works Director

Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16.50 – Budget Amendment for funding for the LCF Southwest Apron Reconstruction Project.

	<u>Current Budget</u>	<u>Amended Budget</u>
45-00-773225 Apron Project	\$22,940	\$297,190

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

City Staff, citizens, and project vendors

Why is Board Action Required?

Board approval is 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 16.50.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

45-00-773225 Apron Project

Comments and Recommendation of Department:

This project is funded with Non-Primary Entitlement funds (funds from FAA through MoDOT), a 90/10 grant – City is responsible for 10% funding.

This is the Budget Amendment needed for the funding of the LCF Southwest Apron Reconstruction Project, the construction services and the construction portion of the

project. The additional funds needed net grant funds received (90%) for this project may be funded with LCF's unrestricted reserves.

The Airport Manager and the Public Works Department recommends approval.

City Administrator Comments and Recommendation

As you recall this was not a budgeted project in the FY2016 Budget. In March, the Board approved to move forward with the project and the engineering portion of the contract was awarded to CMT and the budget was initially amended for \$22,940. This is the construction (\$224,679) and the construction services (\$49,571) portion of the project and the City's 10% responsibility for this project may be funded with LCF's unrestricted reserves.

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

BILL NO. 16.50

ORDINANCE NO.16.50

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	\$22,940	\$297,190

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: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that the above Ordinance No. 16.50 was duly passed on June 9, 2016 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

One vacant seat in Ward 3

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

June 9, 2016
Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.50.

John Olivarri, Mayor

June 9, 2016
Date

ATTEST:

Diann Warner, City Clerk

Submission Date: June 2, 2016

Submitted By: Airport Manager

Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16-51 – Authorize the Mayor to execute a State Block Grant Agreement, project 16-046B-1 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 16-51

Are there any deadlines associated with this action?

Yes. Agreement must be signed and returned to MoDOT.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

This Grant Agreement provides the City reimbursements for the entire Southwest Apron Project at Lee C. Fine Airport. FAA through MoDOT Aviation will be reimbursing the City 90% of the design, construction and engineering inspection cost for this project, (total cost \$297,188). The City's responsibility is \$29,718 (10%). The Airport Department recommends approval.

City Administrator Comments and Recommendation:

At the time of packet distribution, staff had not received the agreement. Documents will be made part of the packet and distributed upon arrival to the City, prior to the meeting. Concur with the Airport Manager's recommendation.

EXHIBIT A

CCO FORM: AC10
 Approved: 03/91 (KR)
 Revised: 01/16 (MWH)
 Modified:

Sponsor: City of Osage Beach
 Project No.: 16-046B-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.: 16-046B-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:

Southwest Apron Reconstruction;

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 July 1, 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 aviation 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 Sixty-Seven Thousand Four Hundred Sixty-Nine Dollars (\$267,469) 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-Nine Thousand Seven Hundred Nineteen Dollars (\$29,719).

(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 August 1, 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) 302-2039 FAX
Email: 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) 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.

(E) 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.

(F) 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.

(G) 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.

(H) 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.

(l) 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.

[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 9th day of June, 2016

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title: Mayor

Attest:

Attest:

Secretary to the Commission

By _____

Title: City Clerk

Approved as to Form:

Commission Counsel

Ordinance No. 16.51
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Edward B. Rucker, 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

Edward B. Rucker
Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date: June 9, 2016

Submission Date: May 24, 2016
Submitted By: City Administrator
Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16.52 – Authorization for the Mayor to sign an agreement reappointing Judge Washburn as the City Municipal Judge for the term July 1, 2016 – June 30, 2018.

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

Staff, citizens of Osage Beach City.

Why is Board Action Required?

The Mayor, with the advice and consent of the Board of Aldermen, shall appoint the Municipal Judge per City Code Section 130.060. Appointment of Municipal Judge.

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

Requesting first and second readings of Bill 16.52.

Are there any deadlines associated with this action?

Yes. Current term expires June 30, 2016.

Budget Line / Source of Funds

10-06-733230 Municipal Judge

City Administrator Comments and Recommendation:

Mr. William Washburn has served as our Municipal Judge for many years now and staff wholeheartedly supports his reappointment. He serves the City with great merit through his ability to apply the law fairly and through his vast knowledge of the laws and procedures. I have been in contact with Mr. Washburn and he has agreed to remain our Municipal Judge under the proposed agreement, if reappointed.

I recommend the reappointment of Mr. William Washburn for the term July 1, 2016 – June 30, 2018.

BILL NO. 16-52

ORDINANCE NO. 16.52

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT REAPPOINTING JUDGE WASHBURN AS THE CITY MUNICIPAL JUDGE FOR THE TERM JULY 1, 2016 – JUNE 30, 2018

WHEREAS, William Washburn is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

WHEREAS, the City desires that Mr. William Washburn provide such judicial services to the City.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH; THE PARTIES HAVE AGREED, AND DO HEREBY AGREE AS FOLLOWS:

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an agreement with Judge William Washburn substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed twenty one thousand one hundred fifty eight dollars (\$21,158.00) per year or one thousand seven hundred sixty three and 17/100 dollars (\$1,763.17) per month. Mr. Washburn will be responsible for paying all taxes due on such compensation.

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 Agreement.

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

READ FIRST TIME: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that the above Ordinance No. 16.52 was duly passed on June 9, 2016 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

One vacant seat in Ward 3

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

June 9, 2016

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.52

June 9, 2016
Date

John Olivarri, Mayor

ATTEST:

Diann Warner, City Clerk

MUNICIPAL DIVISION JUDICIAL SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is dated effective as of the 1st day of July 2016, by and between the City of Osage Beach (“City”), and William Washburn (Mr. Washburn), a professional attorney practicing in Miller County, Missouri.

WHEREAS, William Washburn is a licensed attorney in the State of Missouri and qualified to provide Municipal Court judicial services; and

WHEREAS, the City desires that Mr. William Washburn provide such judicial services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. Term of Appointment. The Mayor appoints and the Board of Alderman confirm Mr. Washburn for a period commencing on the effective date hereof and continuing for a term of two (2) years as Judge of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties. Mr. Washburn hereby accepts such appointment and agrees to perform the services hereinafter described, all upon the terms and conditions herein stated.

2. Scope of Services to be Provided. Mr. Washburn is hereby appointed as Municipal Court Judge, and will be responsible for all Municipal Court proceedings, supervision of the activities of the Osage Beach Municipal Division of the Circuit Court of Camden and Miller Counties, and the discharge of other duties of the Municipal Court Judge as required by law. In the discharge to his duties as Municipal Court Judge, Mr. Washburn shall comply with all the laws of the State of Missouri and in particular the Supreme Court Rules, specifically the Rules Governing the Missouri Bar and the Judiciary, Rule 2 - Code of Judicial Conduct.

3. Fees. For the services rendered pursuant to this Agreement, Mr. Washburn will submit an invoice to the City for monthly services. Mr. Washburn will be paid on a monthly basis and will receive a Form 1099 at the end of the year. The yearly salary will be \$21,158.00 or \$1,763.17 per month. Mr. Washburn will be responsible for paying all taxes due on such compensation.

4. Professional Training. Mr. Washburn agrees to attend all required continuing municipal legal education training sessions and will provide documentation of said training to the City upon request. The City agrees to pay for the Missouri Municipal and Associate Circuit Judges Annual Conference and any other training required by the Missouri Supreme Court.

5. Independent Contractor. In performing the services herein specified, Mr. Washburn is acting as an independent contractor, and shall not be considered an employee of the City.

6. Termination.

6.1 Disability. If, during this Agreement, Mr. Washburn shall be prevented for a continuous period of two months from performing his duties by reason of disability, the City may terminate the Agreement, in which event Mr. Washburn shall receive any compensation earned or accrued to the date of the termination of this agreement.

6.2 Voluntary Termination. Notwithstanding herein to the contrary, Mr. Washburn may elect to terminate this Agreement, upon notice to the City of at least ninety (90) days by Mr. Washburn.

7. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or earlier termination of this Agreement.

For the City of Osage Beach

Date

John Olivarri, Mayor

William Washburn

Date

Submission Date: June 1, 2016
Submitted By: Airport Manager
Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16-53 – Authorize the Mayor to transfer Non-Primary Entitlements from Grand Glaize Airport to Lee C. Fine.

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

City Staff, citizens, and MoDOT Aviation

Why is Board Action Required?

Board approval is required for budget amendments 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 16-53.

Are there any deadlines associated with this action?

Yes. These funds need to be transferred prior to the grant agreement.

Comments and Recommendation of Department:

This agreement will transfer Non-Primary Entitlement funds (funds from the FAA through MoDOT) from the Grand Glaize Airport to Lee C. Fine Airport. We would like to proceed with this transfer to complete the reconstruction of the Southwest Apron Project at Lee C. Fine. Total amount to be transferred is \$19,584

The Airport Department recommend approval of this ordinance.

City Administrator's Comments and Recommendation:

Concur with the Airport Manager's recommendation.

BILL NO. 16-53

ORDINANCE NO. 16.53

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR TRANSFER OF ENTITLEMENTS TO THE LEE C. FINE MEMORIAL AIRPORT FOR ELIGIBLE PROJECTS

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Agreement for Transfer of Entitlements with the Missouri Department of Transportation for transfer of entitlements to the Lee C. Fine Memorial Airport for eligible projects.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Exhibit A titled Agreement for Transfer of Entitlements and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 16.53 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: _____

One vacant seat in Ward 3

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 16.53.

John Olivarri, Mayor

Date

ATTEST:

Diann Warner, City Clerk



U.S. Department of Transportation
Federal Aviation Administration

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

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

City of Osage Beach—Grand Glaize

(Name of Transferor Sponsor)

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

<u>Amount</u>	<u>Fiscal Year</u>
\$ 19,584	2014
TOTAL \$ 19,584	

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

**FOR THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

TRANSFERRING SPONSOR

BY
MISSOURI DEPARTMENT OF TRANSPORTATION

City of Osage Beach

(Signature)

Michelle Teel, Multimodal Operations

(Typed Name & Title)

(Date)

(Signature)

John Olivarri, Mayor

(Typed Name & Title)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____, 20____.

By _____
(Signature of Sponsor's Attorney)

Submission Date: June 1, 2016
Submitted By: Assistant City Administrator
Board Meeting Date: June 9, 2016

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

Description of Item:

Bill 16.54 – Authorization for the Mayor to sign a Mutual Aid Agreement between the City of Osage Beach and Camden County.

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

City Staff and Citizens

Why is Board Action Required?

Board of Alderman Approval for such agreements is required pursuant to 70.220 and 432.0700 RSMO

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

Requesting first and second reading of Bill 16.54.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

This agreement allows the City to have occasional access to equipment from Camden County, and vice versa, to aid in projects.

Staff intends to use this agreement first and foremost to borrow Camden County's bucket truck which will be used to put up street banners along the Osage Beach Parkway.

Assistant City Administrator recommends approval

City Administrator Comments and Recommendation:

Concur with Assistant City Administrator's recommendation.

BILL NO. 16-54

ORDINANCE NO. 16.54

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SHARING OF PUBLIC WORKS EQUIPMENT AND PERSONNEL BETWEEN THE CITY OF OSAGE BEACH, MISSOURI AND CAMDEN COUNTY, MISSOURI

WHEREAS, mutual aid and support between local government units is permitted pursuant to Section 70.220 et. seq. RSMo. which authorizes and empowers the County and the City to enter into agreements so that the two entities may share Public Works equipment and personnel; and,

WHEREAS, the Board of Aldermen hereby finds this agreement to be in the best interest of the City; and,

WHEREAS, the Board of Aldermen conclude that for purposes of efficiency, authority should be delegated to the City Administrator to add to Exhibit C the scope of services and equipment offered by the City and to make use of any additions to Exhibit D, the scope of services and equipment offered by the county, without the necessity of action by the board to accept such additions to the agreement by formal ordinance:

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

Section 1 That the Mayor is hereby authorized to execute an agreement for the sharing of public works equipment and personnel between the city of Osage Beach, Missouri and Camden County, Missouri, in substantially the form attached hereto, without substantive changes but with such legal or grammatical changes as may be necessary to effect the purposes of this ordinance.

Section 2 That the City Administrator is authorized to add to Exhibit C the scope of services and equipment offered by the City and to make use of any additions to Exhibit D the scope of services and equipment offered by the county without the necessity of action by the Board of Aldermen to accept such additions to the agreement by formal ordinance.

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

READ FIRST TIME: June 9, 2016

READ SECOND TIME: June 9, 2016

I hereby certify that Ordinance No.16.54 was duly passed on June 9, 2016 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 his signature.

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

Diann Warner, City Clerk

I hereby approve Ordinance No.16.54.

John Olivarri, Mayor

ATTEST:

Date

Diann Warner, City Clerk

**AGREEMENT FOR SHARING PUBLIC WORKS EQUIPMENT
AND PERSONNEL BETWEEN THE CITY OF OSAGE
BEACH, MISSOURI AND CAMDEN COUNTY, MISSOURI**

THIS AGREEMENT is made and entered into on the date of the resolution adopting the agreement as attached hereto is between the City of Osage Beach, Missouri whose address is 1000 City Parkway Osage Beach, Missouri 65065 (hereinafter "City"), and Camden County, whose address is I courthouse circle Camdenton Missouri 65029 (hereinafter "County").

WITNESSETH:

WHEREAS, Camden County is desirous of occasionally sharing Public Works equipment and even less occasionally Public Works personnel with the City of Osage Beach to provide Public Works services, general maintenance and related services; and

WHEREAS, the City of Osage Beach is desirous of occasionally sharing Public Works equipment and even less occasionally Public Works personnel with Camden County to provide Public Works services, general maintenance and related services; and

WHEREAS, this Agreement is authorized pursuant to section 70.220 et seq R.S.Mo. which authorizes and empowers the County and the City to enter into agreements so that the two entities may share Public Works equipment and personnel,

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Scope of Services - Camden County
 - A. Camden County agrees to occasionally lend or borrow Public Works equipment to or from the City of Osage Beach for efficiency and effectiveness of operations.
 - B. The equipment that Camden County is willing to lend is listed on Exhibit "D", which is attached to this agreement. The fees for lending this equipment and/or utilizing Camden County employees are listed on Exhibit "D".
 - C. It must be clearly understood by all parties concerned that the Camden County equipment must be available for County projects whenever needed. Therefore, the equipment listed on Exhibit "D" will only be available whenever not in use, or scheduled to be used for a County project, and, then, it will only be made available at the sole discretion of the County Public Works contact person.

2. Scope of Services – City of Osage Beach

- A. The City of Osage Beach agrees to occasionally lend or borrow Public Works equipment to or from Camden County for efficiency and effectiveness of operations.
- B. The equipment that the City of Osage Beach is willing to lend is listed on Exhibit "C", which is attached to this agreement. The fees for lending this equipment and/or utilizing the City of Osage Beach employees are listed on Exhibit "C".
- C. It must be clearly understood by all parties concerned that the City of Osage Beach equipment must be available for City projects whenever needed. Therefore, the equipment listed on Exhibit "C" will only be available whenever not in use, or scheduled to be used for a City project, and, then, it will only be made at the sole discretion of the City Public Works contact person.

3. Compensation

- A. The City of Osage Beach will pay the Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon fee schedules, which are attached and shown on Exhibit "D". The County will provide an itemized bill to the City on a monthly basis. The City agrees to promptly process the County's voucher for payment and to pay all bills within thirty (30) days of submission by the County.
- B. Camden County will pay the Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon fee schedules, which are attached and shown on Exhibit "C". The City will provide an itemized bill to the County on a monthly basis. The County agrees to promptly process the City's voucher for payment and to pay all bills within thirty (30) days of submission by the City.

4. Duration of Agreement. The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2016. The agreement will renew automatically for period of one year unless terminated. Exhibit "C" and/or Exhibit "D" will be updated annually. Upon receipt of the new Exhibit "C" and/or Exhibit "D", this agreement will be updated and a new termination date determined.
5. Termination of Agreement. Either party may terminate this Agreement, by providing written notice to other party as identified in Section 11 of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
10. **Insurance.** Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.
11. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:
- | | |
|--------------------------------|---|
| <u>To Camden County:</u> | Greg Hasty (or successor)
Presiding commissioner
Camden County
1 Courthouse circle
Camdenton, Missouri 65029 |
| <u>To City of Osage Beach:</u> | Jeana Woods (or successor)
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065 |
12. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute

resolution before resorting to litigation.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

ATTEST

CAMDEN COUNTY, MISSOURI

Rowland Todd, County Clerk

Greg Hasty, Presiding Commissioner

Date: _____

ATTEST

CITY OF OSAGE BEACH, MISSOURI

Diann Warner, City Clerk

John Olivarri, Mayor

Date: _____

Exhibit A

Resolution of the City of Osage Beach

Exhibit B

Resolution of Camden County, Missouri

Exhibit "C"
City of Osage Beach Equipment and Operator 2009 Hourly Rates

To be determined or supplemented as necessary

Exhibit "D"
Camden County Equipment and Operator 2009 Rental Schedule

1. Bucket/Lift truck Rental rate: \$23.50 per hour

Submission Date: May 25, 2016
Submitted By: Assistant City Administrator
Board Meeting Date: June 9, 2016

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

Description of Item:

Authorization to apply for a loan through the Missouri Department of Transportation's STAR Loan program to cover the City's portion of the Lee C. Fine Taxiway Project.

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

City Staff and Citizens

Why is Board Action Required?

Staff would like Board approval to move forward in pursuing the use of the loan program.

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

A motion to proceed with applying for a loan through the Missouri Department of Transportation's STAR Loan program.

Are there any deadlines associated with this action?

The loan application process will take approximately 6-8 months. Staff will need to start working on the application well in advance of the FY2017 budget process.

Budget Line / Source of Funds

N/A

Comments and Recommendation of Department:

The Lee C. Fine Taxiway Project will be 90% funded through a Missouri Department of Transportation grant (pending grant approval). The other 10% of the cost for this project, estimated currently at just over \$204,000, is the responsibility of the City to pay.

Staff would like to further analyze and apply for funds possibly through the Missouri Department of Transportation's STAR loan program in order to avoid potential cash flow issues.

Assistant City Administrator recommends approval.

City Administrator Comments and Recommendation:

In 2015 the Board approved to move forward with a large, multi-phased, multi-year taxiway reconstruction project at LCF. This project in total is estimated at over \$5 million and funds through MoDOT at 90/10 will be available. However, at 10%, the City's responsibility may cause temporary cash flow issues. Cash flow is a concern of mine regarding this project and other alternatives will be needed to complete this project effectively.

MoDOT Star Loan Program, a MO State Transportation Assistance Revolving Loan program, provides loans for non-highway transportation projects that assist in growth, public interest, and promote health, safety and general welfare of Missouri citizens. The application process is lengthy and once we get into it, more details as to term, interest rate, and other pertinent details will be known.

Staff would like the Board's approval to move forward. A completed application with interest rate and term details will be brought before the Board for final approval.

Concur with Assistant City Administrator's Recommendation.

Submission Date: May 18, 2016
Submitted By: IS Operations Manager
Board Meeting Date: June 2, 2016

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

Description of Item:

Approval to purchase server equipment from Dell Inc. off of a Missouri Higher Education procurement contract in the amount of \$34,304.56.

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

City Staff and Citizens

Why is Board Action Required?

Board approval is 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):

A motion to approve the purchase of server equipment from Dell Inc. for \$34,304.56 using a Missouri Higher Education procurement contract.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
10-19-774250 Computer Equipment	\$42,000	\$34,304.56

Comments and Recommendation of Department:

The IT Department will be adding two powerful servers to enhance the City's Server Network. The current servers will be re-used to enhance the City's Virtual Workstation network. The Computer Equipment line item has monies budgeted for one backup server.

City Administrator Comments and Recommendation:

This purchase is off of the Missouri Higher Education procurement contract. Concur with the IS Operations Manager's recommendation.



QUOTATION

Quote #: 728209604
 Customer #: 053380982
 Contract #: 99AGZ
 CustomerAgreement #: MHEC-07012015
 Quote Date: 04/29/2016
 Customer Name: CITY OF OSAGE BEACH, MO

Date: 04/26/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BLAKE COLE PHONE: 1800 - 4563355
 Email Address: sonia.L.moore@dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$17,152.28 GROUP TOTAL: \$34,304.56

Base Unit	PowerEdge R730 Server (210-ACXU)	1
Base Unit	PowerEdge R730/R730xd Motherboard (591-BBCH)	1
	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
	Dell Hardware Limited Warranty Plus On Site Service (976-8706)	1
	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (976-8725)	1
	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-8726)	1
	US Order (332-1286)	1
	On-Site Installation Declined (900-9997)	1
	Declined Remote Consulting Service (973-2426)	1
	PowerEdge R730 Shipping (340-AKKB)	1
	R730/xd PCIe Riser 2, Center (330-BBCO)	1
	R730 PCIe Riser 3, Left (330-BBCQ)	1
	R730/xd PCIe Riser 1, Right (330-BBCR)	1
	SFP+, Short Range, Optical Transceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom (407-BBEQ)	2
	SFP+, Short Range, Optical Transceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom (407-BBEQ)	2
	QLLogic 57810 Dual Port 10Gb Direct Attach/SFP+ Network Adapter (540-BBCV)	2
	Broadcom 5719 QP 1Gb Network Interface Card (540-BBCW)	1
	Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW)	1
	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	1
	Chassis with up to 16, 2.5" Hard Drives (350-BBEP)	1
	Bezel (350-BBEJ)	1
	Performance BIOS Settings (384-BBBL)	1
	RAID 1 for H330/H730/H730P (2 HDDs or SSDs) (780-BBJU)	1
	PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	1
	Intel Xeon E5-2690 v3 2.6GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (135W) Max Mem 2133MHz (338-BFFL)	1
	Upgrade to Two Intel Xeon E5-2690 v3 2.6GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (135W) (374-BBGS)	1
	32GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABVW)	16
	2133MT/s RDIMMs (370-ABUF)	1
	Performance Optimized (370-AAIP)	1
	300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJRU)	2
		1

Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	
DVD ROM, SATA, INTERNAL (429-AAPU)	1
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)	1
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	2
Internal Dual SD Module (330-BBCL)	1
Redundant SD Cards Enabled (385-BBCF)	1
8GB SD Card For IDSDM (385-BBIF)	1
8GB SD Card For IDSDM (385-BBIF)	1
No Operating System (619-ABVR)	1
No Media Required (421-5736)	1
VMware ESXi 6.0 U1 Embedded Image on Flash Media (634-BDXD)	1
DIMM Blanks for System with 2 Processors (370-ABWE)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1

*Total Purchase Price:	\$34,304.56
Product Subtotal:	\$34,304.56
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF OSAGE BEACH, MO for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts.

All information supplied to CITY OF OSAGE BEACH, MO for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Submission Date: May 18, 2016
Submitted By: IS Operations Manager
Board Meeting Date: June 9, 2016

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

Description of Item:

Approval to purchase storage upgrade equipment from Dell Inc. in the amount of \$21,598 off of the Missouri State procurement contract.

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

City Staff and Citizens

Why is Board Action Required?

Board approval is 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):

A motion to approve the purchase of storage upgrade equipment from Dell Inc. for \$21,598 using Missouri State procurement contract.

Are there any deadlines associated with this action?

No

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
10-19-774250 Computer Equipment	\$70,000	\$21,598

Comments and Recommendation of Department:

The IT Department will be adding 12 - 3 Terabyte storage disks with a disk enclosure to our current Dell Compellent storage system to enhance the City's Storage Capacity. As the City's data grows we must also increase the city's capacity to store and backup the city's data.

The Computer Equipment line item has monies budgeted for other storage devices.

City Administrator Comments and Recommendation:

This purchase is off of a Missouri State procurement contract. Concur with the IS Operations Manager's recommendation.

COMPELLENT UPGRADE: OSAGE BEACH, MISSOURI

Dell Marketing, L.P.
 P.O. Box 149257
 Austin, TX 78714

Configuration #: DLA115093B
 Contract #: 99AGZ
 Prepared By: DELL
 SFDG Deal Id: 12208513
 Type: Upgrade
 For System: 40387 / 40388 - Osage Beach, MO

Bill To:
 OSAGE BEACH, MISSOURI
 1000 City Pkwy
 Osage Beach, MO 65065

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
3TB, SAS, 6Gb, 7K ES HDD	DS-SAS6-35-3000X7K-D		12		
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235		1		
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2	PA-CBL-SAS-.6M-D		2		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D		1		
Ready Rails II Static Rails for 4-post Racks	PA-RR-RR2-D		1		
Professional Services					
Remote Configuration of Additional Disk Enclosures into existing Dell Storage SC Series Environment	954-0219		1		
Totals					
Power (Watts): 450					
Heat (BTUs): 1,536.00					
Rack Units: 2					
Weight (lbs): 75					
SSD (Raw TB): 0					
SAS (Raw TB): 36					
Total (Raw TB): 36					
				Hardware Total	\$24,754.00
				Copilot Support Total	\$3,175.00
				Professional Services Total	\$615.00
				Subtotal	\$28,544.00
				Discount	(\$7,136.00)
				Freight	\$190.00
				Grand Total	\$21,598.00

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes
 **Copilot Support Term: Co-terminus 04/30/2018 (24 months)
 ****The pricing is displayed in the US Dollar currency.

Submission Date: May 18, 2016
Submitted By: IS Operations Manager
Board Meeting Date: June 9, 2016

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

Description of Item:

Approval to renew Microsoft Software Licenses for an annual renewal fee of \$24,052.61

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

City Staff and Citizens

Why is Board Action Required?

Board approval is 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):

Motion to approve the renewal of the City's Software Assurance agreement with Microsoft for use of their software. The renewal fee is \$24,052.61.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

	<u>Budgeted \$</u>	<u>Requested \$</u>
10-19-733610 Maintenance and Support	\$131,300	\$24,052.61

Comments and Recommendation of Department:

Each Year the IT department pays maintenance on the software the city uses. The Microsoft software renewal is our largest Software Maintenance fee due to the volume of licenses that the City maintains with Microsoft Corporation. The Maintenance and Support line items has monies budgeted for other licenses and support items.

City Administrator Comments and Recommendation:

This purchase is off of a Missouri State procurement contract. Concur with the IS Operations Manager's recommendation.



Sales Quotation	Submitted By	Submitted To
Quote Number: 4185664.1	Herbert, Brian L	James Davis
Customer: City of Osage Beach, MO	P: (314) 212-1712	P: 573-302-2000 x282
Quote Date: 05/04/2016	Brian.Herbert@wwt.com	jpgdavis@osagebeach.org
Contract: SOM - PVC - ST C211034001 Exp. Date: 06/30/2016		

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	269-12442 MICROSOFT CORPORATION	Call	108	\$86.31	\$9,321.48
Description: OfficeProPlus ALNG SA MVL Pltfrm					
2	W06-01072 MICROSOFT CORPORATION	Call	103	\$37.25	\$3,836.75
Description: CoreCAL ALNG SA MVL Pltfrm UsrCAL					
3	4ZF-00033 MICROSOFT CORPORATION	Call	108	\$59.09	\$6,381.72
Description: Microsoft virtual desktop access most current version enterprise enterprise-added at signing level d year 1					
4	FUD-00938 MICROSOFT CORPORATION	Call	1	\$1,319.32	\$1,319.32
Description: CISDataCtr ALNG SA MVL 2Proc					
5	312-02257 MICROSOFT CORPORATION	Call	1	\$114.77	\$114.77
Description: Microsoft Exchange Server - Software Assurance - 1 Server					
6	FUD-00936 MICROSOFT CORPORATION	Call	1	\$3,078.57	\$3,078.57
Description: Microsoft Core Infrastructure Server Suite Datacenter - License & Software Assurance - 1 Server LIC/SA PK 2PROC					

Totals	
Product Total	\$24,052.61
Maintenance Total	\$0.00
Customer Total	\$24,052.61
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$24,052.61

This quote is WWT Confidential Information.
 Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.
 Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.
 Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.
 Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale:

<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>