



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

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
August 2, 2012 – 6:30 P.M.
CITY HALL

******* Note: Make sure that your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

- This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- Minutes of 07/21/2012 (Page 01)
- Bills List (Page 08)

UNFINISHED BUSINESS

- A. Bill No. 12-24. Amend Selection 710.410 of City Code, Sewer System Development Charges. Second Reading. (Page 20)

NEW BUSINESS

- A. Bill No. 12-26. Authorizing Mayor to Execute Consultant Agreement with Crawford, Murphy & Tilly, Inc. for the Design of Hangar Construction at Lee C. Fine Memorial Airport. First and Second Readings (Page 23)
- B. Bill No. 12-27. Changing Speed Limits on U.S. Highway 54 from 3600 feet West of the KK Interchange to the West Corporate Limits. First and Second Readings (Page 75)
- C. Authorize Purchase of Virtual Desktop Thin Clients. (Page 78)
- D. Authorize Purchase of Server Hardware. (Page 83)
- E. Bid Award. Hatchery Road Asphalt Repair Project (Page 91)
- F. Bid Award. City Hall Janitorial Services (Page 95)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

UNAPPROVED

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

July 19, 2012

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, July 19, 2012, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Lois Farmer, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. Alderman Steve Kahrs was absent. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported that she and City Engineer Nick Edelman attended the Blue Ribbon Committee meeting on July 9 in Columbia. The Lake area was well represented with Mike Kenagy, Chief Jeff Dorhauer, and Joe Roeger attending as well as City Engineer Edelman who spoke on recommendations for funding MoDOT projects.

On July 10, the Transportation Advisory Committee met at Willmore Lodge. MoDOT announced that they were working on shoulders on W and Highway 42. Bob Lynch said that they continue to study the best solution to the problem at the Key Largo Intersection.

Mayor Lyons said that at these meetings, she spoke with MoDOT officials to let them know there are continuous violations where people are exiting the entrance at the Key Largo Intersection. She has received two reports in one day about three cars and one motorcycle accessing the expressway from that location and if it continues, there will be a head on collision.

July 16, the Council of Local Governments met at City Hall for their monthly meeting. The Comprehensive Economic Development Strategy (CEDS) report recently accepted by the EDA was presented. It is a good start for the area and has a lot of information on the four counties for businesses looking to locate in our area. There will be a few amendments to add before the end of the year.

The District T executive board met on Monday and two bids were submitted for the administration contract. The contract was awarded to WCN. The board also approved advertising for the next grant cycle for solid waste grants for the three counties. The latest grants, with one exception, have been closed out.

On July 26, Mayor Lyons reported that she would be in Jefferson City for the Missouri Municipal League Economic Development Committee meeting. The committee will make recommendations for the upcoming year regarding support for proposed legislation.

Citizens Communications.

Mac McNally thanked the Mayor for acknowledging the CEDS report which was approved by the FDA. Mr. McNally said the report is on the LOCLOG if anyone wants to review it.

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the regular meeting and closed session minutes held on July 5, 2012, the bill list as submitted.

UNAPPROVED

Alderman Farmer seconded the motion which was voted on and passed.

Unfinished Business.

None

New Business.

2011 Audit. Heidi Chick of Williams Keepers, LLC

Ms. Heidi Chick presented a summary of the 2011 Audit and reported that each year the City prepares and submits a CAFR that goes above and beyond requirements. Ms. Chick explained that there are generally accepted auditing standards due to the City receiving federal funds through grants. The City has \$80 million in assets, \$63 million in capital assets, \$8 million in restricted funds and \$9 million in unrestricted funds. Ms. Chick also explained that GASB 54 is a new auditing standard this year. Ms. Kelly Schwartze said a clean opinion was issued and they reported that they received full cooperation from staff, there were no material weaknesses and there were no deficiencies in internal controls.

Mayor Lyons thanked Ms. Chick and Ms. Schwartze for their work and effort on the audit. City Treasurer Karri Bell said everything that the auditors do is electronically organized which makes data easy to collect.

Public Hearing. Sewer Development Charges

City Engineer Nick Edelman explained that review of the Sewer Development Charges has been completed and several changes are recommended.

Many SDC projects have been completed. With the completion of these SDC projects, we have actual numbers versus estimated numbers. We have now updated the formulas with the actual construction cost numbers. A few areas have changed rates with the actual numbers.

- 1) Area 6 (Previous Area 8) is recommended to be raised from \$1,735 to \$1,900 per EDU. An EDU is an equivalent dwelling unit. This is a result of the 2nd Grand Glaize Bridge Crossing and the Westside Sewer costing more than originally estimated.
- 2) Area 7 (Previous Area 10) is recommended to be raised from \$2,080 to \$2,255 per EDU. This is a result of the 2nd Grand Glaize Bridge Crossing, the Westside Sewer, and the Connecting Sewer projects.
- 3) Area 8 (Previous Area 11) is recommended to be raised from \$2,660 to \$2,835 for the same reasons as Area 7.

We are recommending deleting a few of the areas. We recommend deleting areas 6, 7, and 9. If these areas are deleted, the actual area of the City will be moved into a different area.

UNAPPROVED

Area 6 – This area includes the Hammons Property on Windjammer Road. The original idea behind this area was that the sewer flows from this area would discharge into the pump station on Windjammer Road. This pump station needed to be upgraded to handle the proposed flows on this property. Since this property has been acquired by Hammons, this property will need to build its own lift station that can handle the flows. The engineering of this area allows the flows to discharge into the Passover Main instead of the Windjammer Lift Station; therefore, this station does not need to be upgraded in the future.

Area 7 – This area includes the property east of the Osage Beach Health Care Center. The original sewer flow idea was that the property east of the health care center would flow into the lift station servicing this area. The lift station servicing the Osage Beach Health Care Center was not large enough to handle the additional undeveloped land east of it; therefore, we planned on upgrading it. A large development came in and built a gravity system with a single pump station concept. This station had the capability to pump directly into the Passover Sewer Main thereby eliminating the need to pump the sewage twice to get it into the Passover Main. This station does not need to be upgraded now that we have a gravity system and new pump station in this area.

Area 9 – This area includes the property on Port Lane. This area was planned to have more units than is now being proposed. The need to upgrade this sewer line has diminished.

Bill 12-24 also reflects the comprehensive plan was updated in 2006.

No one was present to speak in favor of or in opposition to the Sewer Development Charges. Mayor Lyons closed the public hearing at 6:57 p.m.

Bill No. 12-24. Amendment to Section 710.410, Sewer Development Charges

Mayor Lyons presented the first reading of Bill No. 12-24 by title only. It was noted that Bill No. 12-24 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 12-24 as presented. Alderman Farmer seconded the motion which was voted on and passed.

Proposed Contract Modification. Sands Lift Station Repair

City Engineer Nick Edelman explained that this contract modification is for additional work inside the Sands Lift Station Wet Well. Once the lift station was drained and cleaned it was discovered that the other three pump bases required replacement. Additional pipe support brackets were also needed for the discharge piping.

This project will need a budget amendment as discussed during the award of this project at the March 15 Board of Aldermen meeting.

The Engineering Department recommends approving the contract modification as written in the amount of \$8,225.15.

Alderman Schmitt questioned if funds were available for the project. City Engineer Nick Edelman said funds are available in the repair and replacement account. Alderman Rucker questioned

UNAPPROVED

reimbursement from the insurance company for the repair. Superintendent of Public Works Rick King responded that reimbursement will be made for part of the cost but the exact amount is unknown.

Alderman Farmer moved to approve Contract Modification No. 1 for the Sands Lift Station Repair as recommended. Alderman Schmitt seconded the motion which was voted on and passed.

Bill No. 12-25. 2012 Budget Amendment

Mayor Lyons presented the first reading of Bill No. 12-25 by title only. It was noted that Bill No. 12-24 has been available for public review.

Alderman Olivarri moved to approve the first reading of Bill No. 12-25 as presented. Alderman Farmer seconded the motion.

Alderman Schmitt expressed his concern that \$8,000 was approved and now the budget amendment is for another \$84,000. City Engineer Nick Edelman said that during the award, a budget amendment was not approved at that time because the cost was unknown. He added that the \$84,000 was not budgeted and it was for repairing the pumps and valves and the project costs total \$93,202. Superintendent of Public Works Rick King said that there is a line item in operation and maintenance for repair of the system and he added that this was an emergency repair.

The motion to approve the first reading of Bill No. 12-25 was voted on and passed with Alderman Schmitt expressing a negative vote.

Mayor Lyons presented the second and final reading of Bill No. 12-25 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 12-25. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 12-25 and to pass same into Ordinance "Ayes: Alderman Olivarri, Alderman Catcott, Alderman Rucker, Alderman Farmer. "Absent": Alderman Kahrs. "Nays": Alderman Schmitt. Bill No. 12-25 was passed and approved as Ordinance No. 12.25.

Appointments. Osage Beach Citizen Advisory Committee.

Alderman Farmer moved to approve the appointments to the Osage Beach Citizen Advisory Committee as follows:

Geniece Tyler to be reappointed, term to expire June, 2014; Diana Dorhauer, Linda Melton and Jonas Farrell to be appointed as new members who will have terms expiring June, 2013.

Alderman Catcott seconded the motion which was voted on and passed.

Storm Siren Upgrade to Narrow Band Compliance.

Police Chief Todd Davis recommended the equipment necessary to upgrade the storm sirens to narrow band compliance be purchased from Outdoor Warning Consultants at a cost of \$7,385.00. Outdoor Warning Consultants is the sole sales and service provider for Whelen Engineering Warning Systems in the State of Missouri. Funds are allocated from 10-20-743101. Chief Davis explained that the sirens must be compliant by January 2013.

UNAPPROVED

Alderman Farmer moved to authorize the purchase to upgrade the storm sirens to narrow band compliance from Outdoor Warning Consultants, the sole sales and service provider for Whelen Engineering Warning Systems in the State of Missouri, in the amount of \$7,385.00. Alderman Schmitt seconded the motion which was voted on and passed.

2012 Park Sign Advertisement.

Assistant City Administrator Jeana Woods explained that D & R Materials is a new listing this year for advertisement on one of the park signs for an annual advertisement amount of \$250 plus a \$20 one time art fee (General Fund monies: 10-00-450450). She added that there are three park signs: one at the pond, the playground and for the lake access. D & R Materials will sponsor the sign for the playground rules. Staff recommends approval of the contract.

Alderman Olivarri moved to approve the 2012 Park Sign Advertisement Contract with D & R Materials as recommended. Alderman Catcott seconded the motion which was voted on and passed.

Second Quarter Budget Review- Revenues and Expenses.

City Administrator Nancy Viselli said that the Board decided to forego a quarterly review, and instead to add the item to the first Board meeting following completion of the monthly financials. She added that staff is open to questions. Alderman Rucker commented that he left the questions he had at home and that he would contact the Assistant City Administrator. Mayor Lyons said that the Board is welcome to contact staff with any questions.

Communications from Board Members.

Alderman Schmitt. Ron Schmitt reported that the City of Stockton, CA filed for bankruptcy which is the largest city to do so. He said there are nine cities who are considering filing for bankruptcy in CA. Alderman Schmitt also presented some facts which occurred this day in history.

Alderman Farmer. Lois Farmer said she was proud of Karri Bell and the City is lucky to have the current staff. She commended all employees for a doing a good job.

Alderman Catcott. Fred Catcott reported that he has received positive comments on the sidewalks on this side of town and he expressed his appreciation to Superintendent of Public Works Rick King and his crew. He reported that he attended the Joint Sewer Board meeting and rainfall is down however flows have increased at the treatment plan which indicates there are more visitors in town.

Alderman Rucker. Kevin Rucker questioned how the sales tax for out of state vehicle purchases would affect revenue this year. Assistant City Administrator responded that the numbers were not adjusted however preliminary numbers have been received. It was noted that vehicle sales tax is included in the monthly report received from the Department of Revenue and the numbers will be factored into the projected revenues for the 2013 budget.

UNAPPROVED

Staff Communications.

City Clerk. Diann Warner reported on the MML Conference that will be held at Tan-Tar-A beginning September 16. She also reported that interviews for the position of Deputy City Clerk were conducted today.

Chief of Police. Todd Davis reported that the Police Department received a grant for license plate readers which will show whether a car is stolen. He also reported that two of the new cars have been placed in service the last two days.

City Planner. Cary Patterson reported that he and Chief Davis attended the demolition and the ground breaking for a new building for Citizens Against Domestic Violence in Camdenton. He said the building is named after Dave Severson, the previous Chief of Police who was integrally involved in planning the new building.

City Treasurer. Karri Bell reported that the credit card project is a couple of weeks behind due to the tenacity of the City Attorney working on an agreement so as not to expose the City to liability. She said changes have been made and we will be moving forward shortly.

Assistant City Administrator. Jeana Woods reported that the Fall Festival will be held September 8th from 10 to 5 at the Osage Beach City Park. She said flyers have been distributed and she is starting to advertise the event.

City Engineer. Nick Edelman said he appreciated the opportunity to attend the Blue Ribbon Committee meeting where he spoke about recommendations for funding MoDOT projects. He also said the event was on the news that night.

Alderman Catcott questioned when the City will take over maintenance of Osage Beach Parkway. City Engineer Edelman said MoDOT would make an announcement soon but no exact date has been set.

Superintendent of Public Works. Rick King reported that 445 hydrants have been painted this summer; all the east side have been painted and most of them on the west side. Regarding odor control, Mr. King said that data is being collected at various locations and a representative from Siemens will be here to read the data and that smoke testing and air flows will also be done.

Park Manager. Brian Willey reported that 34 kids attended the British Soccer competition from Australia and England along with several professional soccer players in the City Park.

Executive Session.

Alderman Schmitt moved to close the meeting pursuant to RSMo. Section 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, and RSMo. Section 610.021(2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore. Alderman Olivarri seconded the motion.

UNAPPROVED

The following roll call vote was taken to close the meeting: “Ayes”: Alderman Catcott, Alderman Rucker, Alderman Schmitt, Alderman Farmer, Alderman Olivarri. “Absent”: Alderman Kahrs. “Nays”: None. The meeting was therefore closed.

CLOSED SESSION

Alderman Olivarri moved to open the meeting. Alderman Catcott seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Schmitt, Alderman Farmer, Alderman Olivarri, Alderman Catcott, Alderman Rucker. 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 7:53 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on July 19, 2012.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
August 2, 2012**

Bills Paid Prior to Board Meeting	111,574.63
Payroll Paid Prior to Board Meeting	129,654.14
SRF Transfer Prior to Board Meeting	223,389.65
TIF Transfer Prior to Board Meeting	164,168.62
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	177,698.04
Total Expenses	<u>806,485.08</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000009	AMOUNT	
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER MO DEPT OF REVENUE	Case# 26v050500201		344.31	
			PARK, BOOKS & MISC SALES T		376.88	
			State Withholding		3,903.28	
		INTERNAL REVENUE SERVICE	Fed WH		12,216.05	
			FICA		5,148.34	
			Medicare		1,777.44	
		ICMA	Retirment 457 &		616.97	
			Retirement 457		733.19	
			Loan Repayments		1,095.74	
			Loan Repayments		773.69	
			401 Loan Payment		453.11	
			401 Loan Payment		280.28	
			Loan Repayments		318.00	
			Loan Repayments		227.55	
			Loan Repayments		242.25	
			Retirement Roth IRA		280.00	
		CAMDEN COURT	Case No. 06CM-AC00043		200.23	
			Case No. 11CM-SC00049		86.12	
		THE BANCORP BANK	HSA Contribution		25.00	
			HSA Family/Dep. Contributi		1,582.25	
		ONE TIME VENDOR	Bond Refund:111537835-01		50.00	
			Bond Refund:0194 -01		150.00	
			TOTAL:		30,880.68	
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA		149.83	
			Medicare		35.06	
			ICMA	Retirement 401		121.00
			BANKCARD CENTER 5569	INDOOR AMERICAN FLAG KIT		150.78
				TOTAL:		456.67
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA		6.20	
			Medicare		1.45	
			TOTAL:		7.65	
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA		412.31	
			Medicare		96.43	
			ICMA	Retirement 401		410.60
			THE BANCORP BANK	HSA Family/Dep. Contributi		100.00
				TOTAL:		1,019.34
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA		384.46	
			Medicare		89.91	
			ICMA	Retirement 401		358.09
			THE BANCORP BANK	HSA Contribution		25.00
				HSA Family/Dep. Contributi		100.00
				TOTAL:		957.46
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA		467.09	
			Medicare		109.25	
			ICMA	Retirement 401		461.00
			THE BANCORP BANK	HSA Family/Dep. Contributi		100.00
				TOTAL:		1,137.34
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA		95.24	
			Medicare		22.27	
			ICMA	Retirement 401		92.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000010	AMOUNT
				TOTAL:	210.27
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA		280.48
			Medicare		65.60
		ICMA	Retirement 401		274.27
		THE BANCORP BANK	HSA Family/Dep. Contributi		50.00
			TOTAL:		670.35
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA		311.56
			Medicare		72.87
		ICMA	Retirement 401		311.51
		THE BANCORP BANK	HSA Family/Dep. Contributi		150.00
			TOTAL:		845.94
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SERV 06/13-07/15		6,351.65
		AT & T/CITY HALL	JULY SERVICE		1,594.11
			TOTAL:		7,945.76
Parks	General Fund	ALLIED WASTE SERVICES #435	PARK TRASH SERVICE		75.69
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS		12.35
			CITY PARK #2 DISPLAY D		10.26
			BALL DIAMONDS CONS STAND		37.98
			43 HWY BALL PARK LIGHTS		15.04
			CITY PARK #2 IRRIGATION PU		10.57
		INTERNAL REVENUE SERVICE	FICA		368.22
			Medicare		86.11
		ICMA	Retirement 401		218.06
		CAMDENTON AREA CHAMBER OF COMMERCE	CAMDEN COUNTY LEADERSHIP		350.00
		PETTY CASH	PARK CONCESSIONS PETTY CAS		100.00
		BANKCARD CENTER 5569	HEAVY DUTY DRYLINER		407.00
			BEEF, FRANKS, CANDY, POPCO		398.89
			SODA		30.00
			WATER, CHIPS, BUNS		8.44
			JD TRACTOR REPAIR		1,668.81
		THOMAS, LARRY	UMPIRE SERVICES 06/24-06/3		90.00
			UMPIRE SERVICES 07/08-07/1		120.00
		THE BANCORP BANK	HSA Contribution		25.00
			HSA Family/Dep. Contributi		100.00
			TOTAL:		4,132.42
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA		118.15
			Medicare		27.63
		ICMA	Retirement 401		117.38
		THE BANCORP BANK	HSA Family/Dep. Contributi		50.00
			TOTAL:		313.16
Police	General Fund	ROBINETT, TRACY	MEALS - INTERNAL AFFAIRS S		150.00
		INTERNAL REVENUE SERVICE	FICA		2,947.45
			Medicare		689.33
		ICMA	Retirement 401		2,817.17
		O'DAY, MICHAEL	MEALS - INTERNAL AFFAIRS S		150.00
			MEALS, LECC TRAINING SEMIN		105.00
		PUBLIC AGENCY TRAINING COUNCIL	INTERNAL AFFAIRS SEMINAR		590.00
		THE BANCORP BANK	HSA Contribution		150.00
			HSA Family/Dep. Contributi		725.00
		ONE TIME VENDOR BEST WESTERN	LODGING - O'DAY		202.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000011 AMOUNT
		RAMADA OASIS HOTEL	O'DAY LODGING LECC TRAININ	176.36
			TOTAL:	8,702.36
911 Center	General Fund	AT & T/CITY HALL	E911 SERVICE	1,325.47
		INTERNAL REVENUE SERVICE	FICA	869.85
		ICMA	Medicare	203.44
		THE BANCORP BANK	Retirement 401	873.98
			HSA Contribution	50.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	3,422.74
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	273.39
		ICMA	Medicare	63.94
		THE BANCORP BANK	Retirement 401	268.05
			HSA Contribution	25.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	680.38
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	620.76
		ICMA	Medicare	145.17
		THE BANCORP BANK	Retirement 401	508.90
			HSA Contribution	50.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	1,424.83
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	294.92
		ICMA	Medicare	68.98
		AT&T INTERNET/IP SERVICES	Retirement 401	286.35
		THE BANCORP BANK	JULY SERVICE	852.50
			HSA Contribution	25.00
			TOTAL:	1,527.75
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	369.83
		INTERNAL REVENUE SERVICE	Fed WH	1,111.02
		ICMA	FICA	453.16
		THE BANCORP BANK	Medicare	156.45
			Retirement 457	50.00
			Loan Repayments	60.91
			HSA Contribution	20.00
			TOTAL:	2,221.37
Transportation	Transportation	AMEREN MISSOURI	LIGHTING PALISADES COMMON	95.30
		INTERNAL REVENUE SERVICE	FICA	668.96
		ICMA	Medicare	156.46
		THE BANCORP BANK	Retirement 401	676.04
			HSA Contribution	25.00
			HSA Family/Dep. Contributi	216.48
			TOTAL:	1,838.24
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,490.15
		INTERNAL REVENUE SERVICE	State Withholding	269.53
		ICMA	Fed WH	913.58
			FICA	367.77
			Medicare	126.96
			Retirement 457	25.00
			Loan Repayments	16.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012 AMOUNT
			Loan Repayments	22.97
			401 Loan Payment	101.82
			401 Loan Payment	75.98
			Loan Repayments	68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	14.00
		THE BANCORP BANK	HSA Family/Dep. Contributi	30.00
			TOTAL:	4,522.71
Water	Water Fund	AMEREN MISSOURI	LAKE RD 54-59 WELL #2	1,104.15
			SWISS VILLAGE WELL	3,614.15
			COLUMBIA COLLEGE WELL	3,463.25
		AMEREN MISSOURI	PARKVIEW WELL	1,189.74
			BLUFF RD WATER TOWER	2,403.41
			COLLEGE WELL BEHIND CHURCH	1,740.27
			HOLIDAY SHORES WELL	13.36
			COLUMBIA COLLEGE TOWER	53.91
		RICHARDS, RON	MILEAGE REIMB 07/11-07/17/	67.93
		INTERNAL REVENUE SERVICE	FICA	542.90
			Medicare	126.98
		ICMA	Retirement 401	488.96
		BRENNTAG MID SOUTH INC	CHLORINE, FLUORIDE	3,166.12
			DRUM RETURNS	275.00-
		DEGRAZIA, PHIL	MILEAGE REIMB 07/04-07/10/	73.26
		MO DEPT OF NATURAL RESOURCES	DRINKING WATER EXAM-DEGRAZ	45.00
		BANKCARD CENTER 5569	SAMSUNG CASE	68.77
		THE BANCORP BANK	HSA Contribution	50.00
			HSA Family/Dep. Contributi	141.74
			TOTAL:	18,078.90
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #00718078	46.15
		MO DEPT OF REVENUE	State Withholding	355.64
		INTERNAL REVENUE SERVICE	Fed WH	1,303.52
			FICA	507.39
			Medicare	175.18
		ICMA	Retirement 457	45.00
			Loan Repayments	193.04
			Loan Repayments	65.23
			401 Loan Payment	107.75
			Loan Repayments	94.62
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS	14.00
		THE BANCORP BANK	HSA Family/Dep. Contributi	60.00
			TOTAL:	2,967.52
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	4,674.00
		AMEREN MISSOURI	514 42 HWY PUMP	9.70
			454 42 HWY PUMP	9.41
			PASSOVER RD SEWER	55.25
			459 42 HWY PUMP	9.87
		INTERNAL REVENUE SERVICE	FICA	748.99
			Medicare	175.15
		ICMA	Retirement 401	746.11
		BRENNTAG MID SOUTH INC	CHLORINE	1,017.88
			DRUM RETURNS	600.00-
		PEDROLA, TOM	MILEAGE REIMB 07/04-07/10/	33.52
		DOLLISON, JOE	MILEAGE REIMB 07/11-07/17/	33.30
		EARP, NATHAN	MILEAGE REIMB 07/04-07/10/	122.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000013	AMOUNT
			MILEAGE REIMB 07/11-07/17/		24.42
		THE BANCORP BANK	HSA Contribution		25.00
			HSA Family/Dep. Contributi		291.78
			TOTAL:		7,376.48
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding		355.00
		INTERNAL REVENUE SERVICE	Fed WH		1,149.35
			FICA		471.21
			Medicare		162.66
		THE BANCORP BANK	HSA Family/Dep. Contributi		50.00
			TOTAL:		2,188.22
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA		695.59
			Medicare		162.66
		ICMA	Retirement 401		505.81
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING FEES		412.24
		THE BANCORP BANK	HSA Family/Dep. Contributi		200.00
			TOTAL:		1,976.30
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX		2,508.76
		INTERNAL REVENUE SERVICE	State Withholding		142.77
			Fed WH		508.23
			FICA		211.77
			Medicare		73.12
		ICMA	Retirment 457 &		111.31
			TOTAL:		3,555.96
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL		9.76
			LCF TERMINAL BLDG		591.78
			NEW HANGER LCF AIRPORT		88.71
		INTERNAL REVENUE SERVICE	FICA		312.63
			Medicare		73.12
		ICMA	Retirement 401		240.50
		BANKCARD CENTER 5569	TIRE, SPAY WAND		72.98
		THE BANCORP BANK	HSA Contribution		15.00
			HSA Family/Dep. Contributi		50.00
			TOTAL:		1,454.48
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX		4.67
		INTERNAL REVENUE SERVICE	State Withholding		83.95
			Fed WH		273.67
			FICA		125.97
			Medicare		43.49
		ICMA	Retirment 457 &		74.20
			TOTAL:		605.95
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA		185.95
			Medicare		43.49
		ICMA	Retirement 401		163.96
		THE BANCORP BANK	HSA Contribution		10.00
			HSA Family/Dep. Contributi		50.00
			TOTAL:		453.40

DEPARTMENT FUND VENDOR NAME DESCRIPTION **000014** AMOUNT

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

10	General Fund	64,335.10
20	Transportation	4,059.61
30	Water Fund	22,601.61
35	Sewer Fund	10,344.00
40	Ambulance Fund	4,164.52
45	Lee C. Fine Airport Fund	5,010.44
47	Grand Glaize Airport Fund	1,059.35

GRAND TOTAL:		111,574.63
--------------	--	------------

TOTAL PAGES: 6

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000015	AMOUNT
City Clerk	General Fund	LAKE SUN LEADER 645	CONSUMER CONFIDENCE REPORT		573.30
			MO DEPT OF REVENUE		35.00
		TOTAL:		608.30	
City Attorney	General Fund	WEST	INFORMATION CHARGES		226.32
			TOTAL:		226.32
Building Inspection	General Fund	FLEET ONE	BLDG DEPT CAR WASH		4.00
			BLDG DEPT FUEL		55.44
		HEDRICK MOTIV WERKS LLC	BRAKES, ROTORS, BALL JNTS		577.09
			TOTAL:		636.53
Building Maintenance	General Fund	LAKE SUN LEADER 81525 & 1586450 CONSOLIDATED ELECTRICAL DISTR, INC STAPLES ADVANTAGE	JANITORIAL SERVICE BIDS		153.00
			FLR LAMPS, BALLASTS		225.12
			CUPS, PLATES, TOWELS, TP		237.61
			AIR FRSHNR Lysl		20.84
			TOTAL:		636.57
Parks	General Fund	PURCELL TIRE CO	MOUNT TIRE MOWER		33.75
			WALMART COMMUNITY/GECRB	SODA, ICE, COOLERS, COPPER	
		MEEKS BUILDING CENTER	ICE		29.12
			TORTILLA CHIPS		2.94
			POWERADE		27.86
			WATER, BUNS		10.08
			ICE, ONIONS		6.72
			BUNS, WATER, SODA		47.80
			SODA, PIZZA, CHIPS, BUNS		85.74
			BUNS, W H AERO		11.81
			CHIPS, BUNS, SODA		16.14
			BUNS, ICE, WATER, YOGURT		86.08
			POPSICLES, WATER, CL OTG PC		29.82
			ICE		13.24
			ICE, BANANAS, BANANA HANGE		33.88
			DAWN, GV APL D		10.94
			12DT DESK CALCS		11.76
			BUNS		9.44
			ICE		7.28
			SILICONE		5.99
			PRIMER, THINNER, SPRAY PAI		16.47
			ADHESIVE, NUTS, BOLTS, SCR		4.91
			STAIN, BRUSHES, MINERL SPI		64.35
			FLEET ONE	PARKS FUEL	140.57
				PARKS FUEL	100.34
			O'REILLY AUTOMOTIVE STORES INC	BOOSTER CLB	10.99
				RADIATOR HOSE	8.01
				TRANS FLUID, GUNNEL	7.98
			LAKE RECHARGE & FIRE EQUIPMENT LLC	2 BACKFLOW PREV	100.00
			DAM STEEL SUPPLY	PIPE, FLAT BAR	127.75
TOTAL:		1,264.91			
Human Resources	General Fund	WALMART COMMUNITY/GECRB LAKE SUN LEADER 645	C STARK RETIREMENT		23.37
			EMPLOYMENT ADS		72.80
			EMPLOYMENT ADS		28.40
TOTAL:		124.57			
Overhead	General Fund	STAPLES ADVANTAGE	CLEANER, BATTERIES, TYVEK		101.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000016	AMOUNT
				TOTAL:	101.87
Police	General Fund	WALMART COMMUNITY/GECRB	IM 28PKS, COOLERS, ICE		55.76
		ED ROEHR SAFETY PRODUCTS INC	GUNRACKS		859.55
			CONCEALMENT ACCESSORIES		75.50
			BULLET PROOF VESTS		3,211.64
		FLEET ONE	PUBLIC SAFETY FUEL		1,620.71
			PUBLIC SAFETY CAR WASH		92.00
			PUBLIC SAFETY FUEL		1,231.08
			PUBLIC SAFETY CAR WASH		44.00
		ROBINETT, TRACY	MEALS-WRITTEN STATEMENTS		150.00
		LAKE SUN LEADER 81525 & 1586450	TOWING SERVICE BIDS		63.00
		TURN KEY MOBILE INC	JOTTO DESK FACE PLATES		270.96
		DIGITAL ALLY	EXTERNAL GPS ANTENNAS		308.00
			RMA REPAIR		420.00
		HEDRICK MOTIV WERKS LLC	TENION AND LATERAL LINKS #		404.55
			OIL CHG, LUBE, MOUNT & BAL		93.50
			LUG NUTS #20		71.00
			TIRE REPAIR #31		20.00
		SOUTHERN UNIFORM & EQUIPMENT	DUP CHARGE		34.99-
			4-CUFF CASE CHAIN OPEN TOP		102.89
			HOLSTRS BL TDP LEVL2 RH HG		328.99
		STAPLES ADVANTAGE	CPY PPR, BNDRS, TONER CTRG		215.69
		ALPHAGRAPHICS	S SNOW BUSINESS CARDS		55.00
		EZARD'S	KEYS		22.68
		THE LAKE TODAY	SUBSCRIPTIONS		10.00
		ONE TIME VENDOR BEST WESTERN AIRPORT P	LODGING		202.05
			TOTAL:		9,893.56
Planning	General Fund	FLEET ONE	PLANNING FUEL		47.08
		AMERICAN PLANNING ASSOC	APA MEMBERSHIP MO CHAPTER		175.00
		HEDRICK MOTIV WERKS LLC	REPLACE RUNNING LAMP 2005		22.24
		STAPLES ADVANTAGE	LEGAL PADS		9.69
			TOTAL:		254.01
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		110.34
			TOTAL:		110.34
Information Technology	General Fund	TYLER TECHNOLOGIES INC	MAINTENANCE SUPPORT		10,606.05
			TOTAL:		10,606.05
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL		39.72
			TOTAL:		39.72
Transportation	Transportation	USA BLUE BOOK	FACE SHIELD VISORS, WASP S		37.53
		FLEET ONE	TRANS FUEL		636.49
			TRANS FUEL		554.85
		GB MAINTENANCE SUPPLY	TRASH LINERS		41.48
		LAKE SUN LEADER 81525 & 1586450	HATCHERY RD BIDS		279.00
			BIDS OLD STATE PARK RD		229.50
			BIDS PASSOVER RD NURSING H		270.00
		BILLS TREE AND CRANE SERVICE	TREE REMOVAL GREENWOOD CIR		750.00
		DAM STEEL SUPPLY	CULVERTS		265.75
		HARMS INC	SHELTER RD EASMNT/DESCRIPT		867.50
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, ROTATE TIRES #54		66.95
			OIL CHG, AIR FLTR, #59		89.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017	AMOUNT
		APAC MO INC	BP-2 W/RAP		69.51
		HEDRICK MOTIV WERKS LLC	REPLACE WHEEL HUB & SENSOR		378.86
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS		33.50
			STREET DEPT FLOOR MATS		6.45
			STREET DEPT UNIFORMS		33.50
			STREET DEPT FLOOR MATS		6.45
		STAPLES ADVANTAGE	TRASH LINERS, FOLDERS, PPR		26.24
		EZARD'S	PICKUP TOOL, GLASS CLEANER		21.28
			CONCRETE MIX		5.49
			CAULK		4.79
			TOTAL:		4,674.92
Water	Water Fund	USA BLUE BOOK	FACE SHIELD VISORS, WASP S		37.52
		MCDUFFEY LAB	DRINKING WATER ANALYSIS		75.00
		EZARD'S	SHOP TOWELS		4.98
			SHOP TOWELS		4.98
			RSTP VOCCOLENM, PAINTBRUSH		14.98
			BOX FAN		19.99
			HARDWARE		2.76
		FLEET ONE	WATER FUEL		322.37
			WATER FUEL		553.86
		GOEHRI, GEORGE	HEALTH INSURANCE PERMIUM		77.69
		SCHULTE SUPPLY INC	METER INTERFACE UNITS		804.60
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL		11.18
		HD SUPPLY WATERWORKS LTD	PRES REGS		289.35
			REGULATORS		271.28
			SLEEVES		206.72
			GASKETS		14.44
			RETAINERS		315.36
			DRUM PUMP		369.95
			RETAINERS		52.56
			MJ PLUG		34.68
			METER TILE, BOX CVR, ADPTR		221.84
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, LUBE #60		41.95
		SYSTEMS MANUFACTURING INC	WELL PUMP CONTROLS		862.50
			REPAIR DUE TO LIGHTING		3,194.08
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS		23.78
			WATER DEPT FLOOR MATS		6.45
			WATER DEPT UNIFORMS		23.78
			WATER DEPT FLOOR MATS		6.45
		STAPLES ADVANTAGE	TRASH LINERS, FOLDERS, PPR		26.24
		KIRK NICKELS DBA	UTILITY BILLS		403.69
		BLUE SPRINGS WINWATER COMPANY	MAIN VALVE REPAIR KITS		584.48
		HAROLD'S LOCK & KEY	2003 FORD TRUCK KEYS		250.00
			TOTAL:		9,129.49
Sewer	Sewer Fund	USA BLUE BOOK	FACE SHIELD VISORS, WASP S		37.53
		MCDUFFEY LAB	E COLI ANALYSIS		70.00
			E COLI ANALYSIS		70.00
			E COLI ANALYSIS		35.00
		EZARD'S	VALVE BALL, PLUMBING SUPPL		8.17
			HEX KEY		20.99
			ADJUSTABLE WRENCH		13.49
			CABLE TIES		23.98
		RP LUMBER INC	5/16' PROOF COIL CHAINS		239.98
		FLEET ONE	SEWER FUEL		499.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				000018
			SEWER FUEL	357.40
		SIEMENS WATER TECH CORP	ODOR CONTROL	1,750.00
			ODOR CONTROL	174.00
		TALLMAN COMPANY	PRINING, SAWZALL, WRECKR B	65.17
		MUNICIPAL EQUIPMENT CO	PROFILE GASKETS	858.37
		O'REILLY AUTOMOTIVE STORES INC	FUEL FLTR, HYD FLTR, HOSE,	105.61
			AIR FILTER	10.07
			GLASS FUSES	14.76
		CONSOLIDATED ELECTRICAL DISTR, INC	2P-120/240-100A CB	43.72
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	32,067.06
			TREATMENT PLANT EXPANSION	1,934.00
		BOWLING ELECTRIC MACHINE	CAPACITORS	396.25
		HD SUPPLY WATERWORKS LTD	BRASS NIPPLES	90.30
			CHLORINE	121.00
			CHLORINE	130.00
		HEDRICK MOTIV WERKS LLC	INTAKE COOLANT LEAK #71	356.65
			TIE ROD ENDS, BALL JOINTS	634.41
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	32.79
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	32.79
			SEWER DEPT FLOOR MATS	6.45
		STAPLES ADVANTAGE	TRASH LINERS, FOLDERS, PPR	26.24
			MARKER PAINT	14.46
		FINLAY CRANE SERVICE LLC	CRANE TO PULL PUMP	240.00
		KIRK NICKELS DBA	UTILITY BILLS	403.69
			TOTAL:	40,890.51
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	223.71
			AMB FUEL	111.27
		STERICYCLE INC	MEDICAL WASTE	32.54
		PMI SUPPLY, INC	MEDICAL SUPPLIES	965.20
			MEDICAL SUPPLIES	316.50
		ZOLL MEDICAL CORP GPO	MONITOR/DEFIBRILLATORS	50,134.34
			CHARGERS WITH ADAPTERS	1,864.66
			MEDICAL SUPPLIES	480.47
			TOTAL:	54,128.69
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE CO	TRACTOR FLAT REPAIR	30.98
		WALMART COMMUNITY/GEGRB	ICE	17.10
			MULCH, RIVERPEBBLES	53.68
			BATTERIES, PENS, CLEANING	49.81
			COFFEE, CREAMER, SB AEROS	44.96
			ICE	17.10
		NAEGLER OIL CO	JET A FUEL	17,457.63
			JET A FUEL	26,294.27
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHERS SERVICE	339.95
			TOTAL:	44,305.48
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY/GEGRB	COFFEE, CREAMER, SB AEROS	26.94
			POST ITS, TOWELS, GV DSTRG	29.27
		EZARD'S	SPRAYR DISCHARG VALV KIT	9.99
			TOTAL:	66.20

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

000019

----- FUND TOTALS -----		
10	General Fund	24,502.75
20	Transportation	4,674.92
30	Water Fund	9,129.49
35	Sewer Fund	40,890.51
40	Ambulance Fund	54,128.69
45	Lee C. Fine Airport Fund	44,305.48
47	Grand Glaize Airport Fund	66.20

	GRAND TOTAL:	177,698.04

TOTAL PAGES: 5

BILL NO. 12-24

ORDINANCE NO. 12.24

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING POINT A, FINDINGS AND APPENDIX A OF SECTION 740.410: SEWER SYSTEM DEVELOPMENT CHARGE.

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

Section 1. That Section 710.410 of the Osage Beach Code of Ordinances shall be amended so that such section shall read as follows under POINT A, FINDINGS, No. 2:

The Osage Beach Comprehensive Plan adopted by the City's Planning Commission and Board of Aldermen in 2006 and the current experience and growth projections of the City indicates this growth will continue into the twenty-first (21st) century.

Section 2. That all other respects of Point A, FINDINGS, remain the same.

Section 3. That Appendix A of Section 710.410 of the Osage Beach Code of Ordinances be amended so that such section shall read as indicated on the attached Exhibit A.

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

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

Section 5. The Mayor of the City of Osage Beach is hereby authorized to take all actions which may be necessary to fully enact this Ordinance.

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: 7/21/12

READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 12.24 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____

Nays _____

Abstaining _____

Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE the above Ordinance No. 12.24.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

**APPENDIX A
CITY OF OSAGE BEACH
SANITARY SEWER SYSTEM
SYSTEM DEVELOPMENT CHARGE SCHEDULE UPDATED 6/29/2012**

		SYSTEM DEVELOPMENT CHARGE										
<u>BENEFIT</u>	<u>AREA</u>	<u>LOCATION</u>	<u>SFR*</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>5'8" x 3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>	<u>3"</u>	<u>4"</u>
1		All areas east of Sands Pump Station	\$1,075	\$672	\$806	\$941	\$1,075	\$2,688	\$5,375	\$8,600	\$18,813	\$53,750
2		East of Sands and upstream of L.S. 30-6	\$2,975	\$1,859	\$2,231	\$2,603	\$2,975	\$7,438	\$14,875	\$23,800	\$52,063	\$148,750
3		East of Sands and upstream of L.S. 54N-1	\$1,855	\$1,159	\$1,391	\$1,623	\$1,855	\$4,638	\$9,275	\$14,840	\$32,463	\$92,750
4		East of Sands and upstream of L.S. 22-3	\$1,410	\$881	\$1,058	\$1,234	\$1,410	\$3,525	\$7,050	\$11,280	\$24,675	\$70,500
5		East of Sands and upstream of L.S. 29-1	\$1,490	\$931	\$1,118	\$1,304	\$1,490	\$3,725	\$7,450	\$11,920	\$26,075	\$74,500
6		West of Sands and East of Normandy Road	\$1,900	\$1,188	\$1,425	\$1,663	\$1,900	\$4,750	\$9,500	\$15,200	\$33,250	\$95,000
7		West of Normandy Road, East of KK EQ Basin	\$2,255	\$1,409	\$1,691	\$1,973	\$2,255	\$5,638	\$11,275	\$18,040	\$39,463	\$112,750
8		Upstream of KK EQ Basin	\$2,835	\$1,772	\$2,126	\$2,481	\$2,835	\$7,088	\$14,175	\$22,680	\$49,613	\$141,750

*SFR = Single Family Residential

**MFR = Multi-Family Residential

Submission Date: July 25, 2012

Submitted By: City Engineer

Board Meeting Date: August 2, 2012

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

Description of Item:

Bill 12-26. To authorize the Mayor to execute the consultant agreement with Crawford Murphy & Tilly, Inc. (CMT) for the design of the hangar construction at Lee C. Fine Memorial Airport.

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

Citizens of Osage Beach, Crawford Murphy & Tilly Inc., MoDOT Aviation, and City Staff.

Why is Board Action Required?

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

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

A motion to approve first and second readings of Bill 12-26.

Are there any deadlines associated with this action?

We would like to have this construction project started this year. In order to accomplish that, we have to start the engineering as soon as possible.

Comments and Recommendation of Department:

This contract is for the design of the hangars at Lee C. Fine.

We have been working with MoDOT Aviation on constructing hangars at Lee C. Fine Airport. They have given us the approval to start the design of the project. This contract provides for design and construction inspection services. We have done work with CMT in the past with good results. They completed the pavement maintenance design at Lee

C. Fine. This contract has been negotiated with CMT in the amount of \$40,100.00. The design portion of this contract is \$29,200 and the construction administration phase is \$10,900.

Funding is available in 45-00-774128 Airport Capital. Funding is available in the amount of \$450,000. This account was used for the Pavement Maintenance Project. A budget amendment will need to be done if the construction contract is awarded. This project will be reimbursed by MoDOT. The City's portion of this contract will be \$2,005.00 which is 5 % of the total contract.

The Engineering Department recommends approval. A first and second reading of Bill 12-25 is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 12-26

ORDINANCE NO. 12.26

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC. PROVIDING FOR DESIGN SERVICES FOR HANGAR DEVELOPMENT AT THE LEE C. FINE MEMORIAL AIRPORT

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 with Crawford, Murphy & Tilly, Inc. providing for design services for hangar development at the Lee C. Fine Memorial Airport.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached agreement with Crawford, Murphy & Tilly, Inc. providing for design services for hangar development at the Lee C. Fine Memorial Airport 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. 12.26 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 12.26.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

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

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
AllState Consultants, LLC	3312 LeMone Industrial Boulevard, Columbia, MO 65201	Geotechnical Investigation

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

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

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

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

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

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

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

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further,

the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

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

(9) FEES AND PAYMENTS:

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

(B) For and in consideration of the preliminary, design, bidding, and special services called for in this agreement, Sponsor shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified below plus a fixed fee of **\$2,634.39** for a total not to exceed amount of **\$29,200.00**, which is shown in Exhibit IV-2 and IV-3, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service

(C) For and in consideration of the construction phase services called for in this agreement, Sponsor shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified below plus a fixed fee of **\$1,324.40** for a total not to exceed amount of **\$10,900.00**, which is shown in Exhibit IV-4, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service

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

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

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

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

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

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

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

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

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

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

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

(10) PERIOD OF SERVICE:

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

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

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

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

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

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

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

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

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

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

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

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

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

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

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

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

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

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

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

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

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

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

liability policies.

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes construction phase services as provided by paragraph (2), Scope of Services and Exhibits II, IV, V and VI to this Agreement.

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

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

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

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

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

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

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

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential

subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

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

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

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

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

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

(19) AVIATION FEDERAL AND STATE CLAUSES:

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

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal

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

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

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

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

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

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

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

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

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

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

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

the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

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

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

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

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

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

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

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

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to

energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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

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

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Mr. Nick Edelman, PE, City Engineer		
SPONSOR'S NAME	City of Osage Beach, Missouri		
SPONSOR'S ADDRESS	1000 City Parkway Osage Beach, Missouri 65065		
PHONE	573-302-2000	FAX	573-302-2039
E-MAIL ADDRESS	nedelman@osagebeach.org		

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

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

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

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

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

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

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

(26) SEVERABILITY AND SURVIVAL:

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

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

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

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

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

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

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

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

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

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

SPONSOR

City of Osage Beach, Missouri

CONSULTANT

Crawford, Murphy & Tilly, Inc.

By: _____

By: _____

By: Penny Lyons

By: Daniel R. Meckes, P.E

Title: Mayor

Title: President

ATTEST:

ATTEST:

By: _____

By: _____

By: Diann Warner

By: Timothy P. Tappendorf, P.E.

Title: City Clerk

Title: Manager, St. Louis Office

EXHIBIT I

PROJECT DESCRIPTION

1. The project shall consist of the site work, pavement, electrical and drainage required to construct a hangar development consisting of three to four 50' x 60' (approximate dimensions) connected box hangars at the Lee C. Fine Memorial Airport. Specific project components and extents will be developed in the design phase of the work based on the available budget.

EXHIBIT II

SCOPE OF SERVICES

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

This Scope of Services will provide professional services for the design, bidding and construction phase services for the project described in Exhibit I. The consultant will produce a letter format engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process, as well as the running of a pre-bid meeting for interested parties. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (ACs), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of the execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

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

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

BASIC SERVICES

1. Preliminary
 - a. Perform site inspection and attend scoping meeting with Sponsor for project formulation.
 - b. Develop preliminary engineer's opinion of probable construction cost and project budget.
2. Design Phase
 - a. Prepare a preliminary letter format design report. As a minimum, the design report will include:
 - a narrative regarding the airport improvements in this project.
 - pavement marking analysis.
 - a list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - an engineer's opinion of probable construction cost.

- summary of recommendations.
- b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

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

- Title sheet with project name/description, location map, index of sheets.
- General airport layout plan with construction phasing plan.
- General notes and summary of quantities (separate MoDOT and FAA specification items).
- Demolition plan.
- Typical pavement sections.
- Taxiway/Taxilane plans and profiles
- Pavement joint layout plan and joint details.
- Hangar Floor Plans/Typical Sections
- Hangar Electrical Layout Plans/Details
- General site grading plan/specific grading and surface drainage plans for the taxiway and taxilanes.
- Temporary erosion control plan and details.
- Subsurface drainage plans and profiles for taxiway and taxilanes.
- Drainage Details
- Taxiway and taxilane marking plans and details
- Miscellaneous ancillary details.
- Cross sections

2) Geotechnical

1. Utilize a geotechnical sub-consultant to determine existing structural soil characteristics in the development area.
2. Test results, location of tests, any recommendation and other pertinent data will be included in the Engineer's letter format Design Report and the Project Manual for use by the selected building manufacturer.

3) Prepare Contract Documents/Technical Specifications.

4) Revise plan quantities and preliminary engineers' opinion of

probable construction cost and project budget.

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

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the pre-bid meeting and record minutes.
- e. Assist the Sponsor with the bid opening (Consultant will not attend), tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

SPECIAL SERVICES

1. Field Survey – Design Survey

- a. Establish baselines and set control points.
- b. Establish horizontal control at the airport in NAD 83 coordinates modified to project coordinates.
- c. Establish vertical control at the airport based upon U.S.G.S. datum.

- d. Establish two (2) airport benchmarks on the airport for construction.
- e. Obtain topography and above ground features in proposed areas of construction.
- f. Create CAD drawing of survey with surface modeling for use during design.

CONSTRUCTION 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. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
- 2. Provide construction administration, part-time on-site construction observation per the Construction Observation Program (COP):
 - a. Provide on-site construction observation services on a part-time basis for major civil construction operations, 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. Observe field material(s) testing and review contractor's laboratory test results as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates.
 - 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. Provide MoDOT with all closeout documents as required for project final acceptance.

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

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

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

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

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

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

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

EXHIBIT III**SERVICES PROVIDED BY THE SPONSOR**

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

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

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI
BOX HANGAR DEVELOPMENT
SUMMARY OF COSTS

July 24, 2012

	<u>Fee</u>	<u>Hours</u>
Preliminary Phase	\$1,680.00	15
Design Phase	\$16,790.00	105
Bidding Phase	\$4,580.00	40
Special Services (Design Survey)	\$6,150.00	63
Subtotal	\$29,200.00	223
Construction Phase	\$10,900.00	120
Total	\$40,100.00	343

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI
BOX HANGAR DEVELOPMENT
PRELIMINARY, DESIGN, AND BIDDING PHASE SERVICES

July 24, 2012

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$69.77	\$0.00
Senior Project Engineer	1	51.87	\$51.87
Project Manager	22	41.22	\$906.84
Senior Engineer	76	32.78	\$2,491.28
Engineer	37	27.13	\$1,003.81
Senior Planner	0	29.57	\$0.00
Planner	0	23.13	\$0.00
Registered Land Surveyor	0	36.92	\$0.00
Senior Technician	4	31.96	\$127.84
Technician	15	23.84	\$357.60
Clerk/Secretary	5	17.61	\$88.05

Total Direct Salary Costs = \$5,027.29

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 15.780 % = \$7,933.06

3 **SUBTOTAL:**

Items 1 and 2 = \$12,960.35

4 **PROFIT:**

15 % of Item 3 Subtotal = \$1,944.05 Fixed Fee

Subtotal \$14,904.40 Not To Exceed

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

a. Mileage - Meetings	330 Miles @	\$0.55 / Mile =	\$181.50
b. Mileage - Bidding	330 Miles @	\$0.55 / Mile =	\$181.50
c. Printing and Shipping - Preliminary Phase		=	\$40.76
d. Printing and Shipping - Design Phase		=	\$319.45
e. Printing and Shipping - Bidding Phase		=	\$622.39

Total Out-of-Pocket Expenses = \$1,345.60 Not To Exceed

6 **SUBCONTRACT COSTS:**

a. AllState Consultants, LLC: Geotechnical Invest. = \$6,800.00

= \$6,800.00 Not To Exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$23,050.00 Not To Exceed

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
 OSAGE BEACH, MISSOURI
 BOX HANGAR DEVELOPMENT
 SPECIAL SERVICES - DESIGN SURVEY
 July 24, 2012

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$69.77	\$0.00
Senior Project Engineer	0	51.87	\$0.00
Project Manager	0	41.23	\$0.00
Senior Engineer	0	32.78	\$0.00
Engineer	0	27.13	\$0.00
Senior Planner	0	29.57	\$0.00
Planner	0	23.13	\$0.00
Registered Land Surveyor	8	36.92	\$295.36
Senior Technician	22	31.96	\$703.12
Technician	33	23.84	\$786.72
Clerk/Secretary	0	17.61	\$0.00
	63		
Total Direct Salary Costs			= \$1,785.20

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 157.80 % = \$2,817.05

3 **SUBTOTAL:**

Items 1 and 2 = \$4,602.25

4 **PROFIT:**

15 % of Item 3 Subtotal = \$690.34 Fixed Fee

Subtotal \$5,292.59 Not To Exceed

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

a. Mileage 559 Miles @ \$0.55 / Mile = \$307.45
 b. GPS Equipment 2 Days @ \$250.00 / Day = \$500.00
 c. Printing and Shipping = \$49.97

Total Out-of-Pocket Expenses = \$857.42 Not To Exceed

6 **SUBCONTRACT COSTS:**

a. = \$0.00
 b.
 c.

= \$0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$6,150.01 Not To Exceed

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI
BOX HANGAR DEVELOPMENT
CONSTRUCTION PHASE SERVICES

July 24, 2012

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$69.77	\$0.00
Senior Project Engineer	0	51.87	\$0.00
Project Manager	0	41.22	\$0.00
Senior Engineer	30	32.78	\$983.40
Engineer	85	27.13	\$2,306.05
Senior Planner	0	29.57	\$0.00
Planner	0	23.13	\$0.00
Registered Land Surveyor	0	36.92	\$0.00
Senior Technician	2	31.96	\$63.92
Technician	3	23.84	\$71.52
Clerk/Secretary	0	17.61	\$0.00

Total Direct Salary Costs 120 = \$3,424.89

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 157.80 % = \$5,404.48

3 **SUBTOTAL:**

Items 1 and 2 = \$8,829.37

4 **PROFIT:**

15 % of Item 3 Subtotal = \$1,324.40 Fixed Fee

Subtotal \$10,153.77 Not To Exceed

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

a. Mileage - Meetings 660 Miles @ \$0.55 / Mile = \$363.00

b. Mileage - Inspection 330 Miles @ \$0.55 / Mile = \$181.50

c. Printing and Shipping - Construction Phase = \$201.73

Total Out-of-Pocket Expenses = \$746.23 Not To Exceed

6 **SUBCONTRACT COSTS:**

a. = \$0.00

b.

c.

= \$0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$10,900.00 Not To Exceed

EXHIBIT VI

PERFORMANCE SCHEDULE

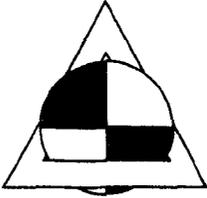
The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

A.	Preliminary Phase	As Required
B.	Design Phase	
1.	Submittal of Preliminary Design Report/Letter	21 calendar days after receipt of NTP
2.	Geotechnical	14 calendar days after receipt of NTP
3.	Plans & Specifications	
a.	Submittal of 100% Plans and Contract Documents/Specifications for review	35 calendar days after receipt of NTP
b.	Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding	14 calendar days after receipt of review comments
C.	Bidding Phase	As Required

CONSTRUCTION SERVICES

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



allstate consultants llc
Engineering • Planning • Surveying • Investigative • Geotechnical

July 5, 2012

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

ATTN: Mr. Brian Hutsell, P. E.
Senior Aviation Engineer

RE: Proposal for Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Proposed Hangar Buildings
Allstate Proposal No. 12000.17GP

Dear Mr. Hutsell:

Allstate Consultants, LLC is pleased to submit our proposal to provide the geotechnical engineering services requested in your email RFP dated July 3, 2012 for the referenced Hangar Buildings at the Lee C. Fine Memorial Airport in Osage Beach, Missouri.

PROJECT DESCRIPTION

We understand the proposed airport improvements will consist of 3 or 4 hangar buildings to be constructed in the previously graded areas designated in your RFP. The hangars will each have plan dimensions of approximately 50 feet by 60 feet. We understand general site grading was performed a few years ago and consisted of minor cuts and fills of less than approximately 2 to 3 feet to develop 3 hangar pads. Gentle swales lying between the existing hangar pads will likely be filled and 3 to 4 hangar pads will be developed under the proposed project.

We understand you are requesting a geotechnical investigation with sufficient geotechnical data to allow the Contractors/Building Suppliers to develop the structural designs for the hangar foundations under a planned design/build contract.

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport, Proposed Hangar Buildings
Allstate Proposal No. 12000.17GP**

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services - We plan to perform six (6) soil test borings across the three (3) existing building pads, per our discussion today, to explore subsurface conditions in the previously graded areas. Borings will be extended to depths of 15 feet or to auger refusal if encountered at shallower depths. We will also obtain representative soil samples and perform standard penetration tests at 2 to 5 foot vertical intervals in the borings using a split barrel sampler.

We will visually classify the recovered soil samples in our Columbia soils laboratory in accordance with the Unified Soil Classification System and will perform water content tests on representative samples of the site soils. Our technicians will also perform Atterberg Limits determinations on four (4) representative soil samples to assist us in evaluating the engineering properties of the site soils.

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

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

Site Access, Boring Layout and Elevations - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a 4 wheel drive, truck mounted drilling rig.

Our proposal is based on the borings being laid out by our drill crews. We anticipate CMT will provide surface elevations at the boring locations.

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport, Proposed Hangar Buildings
Allstate Proposal No. 12000.17GP**

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

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

Schedule - We will commence field exploration within one week of receiving your verbal authorization but should still receive your written acceptance of this proposal. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 2 weeks after completion of field exploration.

Fees and Conditions - Allstate Consultants, LLC agrees to perform the field exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees. Based on the anticipated and described scope of work, we estimate our fee will not exceed \$ 6,800. The billing for our services will be directed to Mr. Brian Hutsell, P.E. of Crawford, Murphy & Tilly, Inc.

000073

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport, Proposed Hangar Buildings
Allstate Proposal No. 12000.17GP**

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

Sincerely,

Allstate Consultants, LLC

A handwritten signature in black ink that reads "William A. Barrow". The signature is written in a cursive style with a small dot above the 'i' in "Barrow".

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

WAB\12000.17GP
Enclosures

allstate consultants llc

Rate Schedule

Revised: January 2, 2012

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$130.00
ENGINEER III	\$120.00
ENGINEER II.....	\$110.00
ENGINEER I.....	\$100.00
INVESTIGATIVE ENGINEER III	\$200.00
INVESTIGATIVE ENGINEER II	\$175.00
INVESTIGATIVE ENGINEER I.....	\$150.00
TECHNICIAN VI/SURVEYOR III	\$105.00
TECHNICIAN V/SURVEYOR II.....	\$95.00
TECHNICIAN IV/SURVEYOR I.....	\$80.00
TECHNICIAN III.....	\$70.00
TECHNICIAN II	\$50.00
TECHNICIAN I	\$35.00
CREW (1 MAN).....	\$110.00
CREW (2 MEN)	\$130.00
CREW (3 MEN).....	\$140.00
INVESTIGATOR IV.....	\$110.00
INVESTIGATOR III.....	\$100.00
INVESTIGATOR II	\$75.00
INVESTIGATOR I.....	\$60.00
EXPERT TESTIMONY II	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$111.00/day
TRAFFIC COUNTERS (PER UNIT)	\$35.00/day
ATV (PER UNIT).....	\$111.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

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



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

Submission Date: July 27, 2012
Submitted By: City Engineer
Board Meeting Date: August 2, 2012

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

Description of Item:

Bill 12-27 - To change speed limit on U.S. Highway 54 from a location 3600 feet west of the KK Interchange to the west corporate limits.

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

Residents, visitors, Department of Public Safety, MoDOT, and other City Staff.

Why is Board Action Required?

In order to be legally enforceable, regulatory signs must be located and established as such by ordinance.

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

A motion to approve first and second readings of Bill 12-27.

Are there any deadlines associated with this action?

The Missouri Department of Transportation will be installing these signs soon.

Comments and Recommendation of Department:

MoDOT has decided to change the speed limit west of Highway KK on Highway 54. They are lowering the speed limit to 60 MPH. These signs need to be established by ordinance to be enforceable.

The Engineering Department recommends approval of this ordinance and would like a first and second reading.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 12-27

ORDINANCE NO. 12.27

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION I, SPEED LIMITS, BY DELETING THE SPEED LIMIT SIGNS LOCATED ALONG HIGHWAY 54 AT VARIOUS LOCATIONS AND INSTALLING THEM AT VARIOUS LOCATIONS ALONG HIGHWAY 54.

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

Section 1. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by deleting:

U.S. Highway 54 from the east corporate limits to the west corporate limits: 65 mph

Section 2. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by adding the following:

U.S. Highway 54 from the east corporate limits to a point 3600 feet west of Highway KK and U.S. Highway 54 Interchange: 65 mph

Section 3. That Schedule I. SPEED LIMITS of the Osage Beach Code of Ordinances be amended by adding the following:

U.S. Highway 54 from a point 3600 feet west of Highway KK and U.S. Highway 54 Interchange the west corporate limits: 60 mph

Section 4. That in all other respects, Schedule I, Speed Limits, remains the same.

Section 5. 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. 12.27 was duly passed on _____, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____ Nays _____

Abstaining _____ Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby approve Ordinance No. 12.27

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: July 25, 2012
Submitted By: Information Systems Operations Manager
Board Meeting Date: August 2, 2012

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

Description of Item:

Purchase Virtual Desktop Thin Clients

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

All City Employees

Why is Board Action Required?

Purchase price is over \$5,000.00

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

Motion to approve purchase

Are there any deadlines associated with this action?

None

Comments and Recommendation of Department:

I recommend approval to purchase 74 Wyse P20 thin clients from CDW-G. The government contract price for this piece of hardware is \$404.05 each. The total purchase price will be \$29,899.70. This item is budgeted under A/C #10-19-774250.

City Administrator Comments and Recommendation:

Concur with the recommendation of the IS Operations Manager.

000079

OE400SPS



CDWG.com | 800.594.4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
CSRH386	3499668	5/30/2012

BILL TO:
CITY OF OSAGE BEACH
1000 CITY PKWY

SHIP TO:
CITY OF OSAGE BEACH
Attention To: JIM DAVIS
1000 CITY PKWY

Accounts Payable
OSAGE BEACH , MO 65065-3058

OSAGE BEACH , MO 65065-3058
Contact: JIM DAVIS 573.302.2000

Customer Phone #573.302.2000

Customer P.O. # P20 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE	
DAN BUJWIT 866.339.3646	AIT - Deferred, 3-5 Days	Net 30 Days-Govt State/Local	GOVT-EXEMPT	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
74	1929636	WYSE P20 128MB-RAM ZERO CLIENT / TC Mfg#: 909101-01L Contract: Missouri Coop School Districts 010-C	404.05	29,899.70
			SUBTOTAL	29,899.70
			FREIGHT	0.00
			TAX	0.00
				US Currency
TOTAL				29,899.70

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.371.5000

Fax: 312.705.8252

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

000080 QUOTATION

AOS, LLC

Springfield
636 W. Republic Rd
Unit F100 Corp Village
Park
Springfield, MO 65807
Phone: 417-888-2675

Rogers
5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa
7666 E. 61st St
#310
Tulsa, OK 74133
Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City
3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

Quote No.: SQ010145
Customer ID: ZOSAG-104
Date: 5/24/2012
Sales Rep: TRAVISB
Designer: JAMESI

1

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF OSAGE BEACH 1000 CITY PARKWAY OSAGE BEACH, MO 65065 Phone: (573) 302-2000 Fax:	JAMES DAVIS CITY OF OSAGE BEACH 1000 CITY PARKWAY OSAGE BEACH, MO 65065

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
82.00	P20 64F/1GR XDR US	415.15	34,042.38
			\$34,042.38
		Merchandise Total	\$34,042.38
		Tax Total	0.00
		Shipping	\$340.42
		Document Total	\$34,382.80

Above quoted pricing is valid until 6/24/2012 .

*Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing, sales tax will NOT be included on the invoice.
Total solution financing* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*

*Restrictions apply. Subject to credit approval and documentation.

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this

Customer Signature _____

Date _____

000081

PCNation

Celebrating our 16th year!

- [Track Your Order](#)
 - [My Account](#)
 - [Support](#)
- 800.235.4050



• Mon-Thu 8am - 7pm CST | Friday 8am - 5pm CST

- [Home](#)
- [Products](#)
- [Order Tracking](#)
- [Optics Gallery](#)
- [Rebates](#)
- Search

FREE 3 Day Delivery: On orders over \$100 with total shipping weight under 50lbs. [Details](#)

0 items - \$0.00

[Home](#)
 > [Computer Systems](#)
 > [Thin Client & Terminals](#)

[Optics Gallery](#)

- [Cameras](#)
- [Video and Editing](#)
- [Lenses and Optics](#)
- [Lighting](#)
- [Studio Equipment](#)
- [Navigation Devices](#)
- [GPS Devices](#)
- [GPS Accessories](#)
- [Computer Systems](#)
- [Barebones Computers](#)
- [Desktop Computers](#)
- [Workstations](#)
- [Laptops & Netbooks](#)
- [Server Computers](#)
- [Thin Client & Terminals](#)
- [Tablet PCs](#)
- [Power and Racks](#)
- [Power Equipment](#)
- [Rack Equipment](#)
- [Printers](#)
- [Dot Matrix Printers](#)
- [Inkjet Printers](#)
- [Label Printers](#)
- [Color Laser Printers](#)
- [Monochrome Laser Printers](#)
- [Color Multifunction Printers](#)
- [Multifunction Laser Printers](#)
- [Multifunction Inkjet Printers](#)
- [Large Format Printers](#)
- [Photo Printers](#)

Wyse P20 Thin Client - 909101-01L

128 MB RAM - 64 MB Flash

PCN#: CF4117 | Mfg#: 909101-01L



Retail Price: \$499.00

Our Price: **\$433.61**

You Save: **\$65.39 (13%)**

Stock Status: **In stock**

Usually Ships: **Within 1 Business Day**

Freight Preview: **FREE FedEx 3 business day**

ADD TO CART

Condition: New and Factory Sealed

Shipping Weight: 8 lbs.



• **Authorized dealer:**

PCNation is an authorized dealer of WYSE TECHNOLOGY (WINTERM) products

- [Product Details](#)
- [Comparables](#)
- [Accessories](#)
- [Reviews](#)

Overview of Wyse P20 Thin Client

UPC: 0662724200007

PCoIP Connected For virtual desktop or blade PC environments, the Wyse P class delivers workstation class performance for advanced applications including CAD, 3D solids modeling, video editing and advanced worker

Hot Deals

CANON - Cp800 Dye Sub Photo Printer 40 Sec

- \$79.99
- [Add to cart](#)

KINGSTON -

000082

16gb
Sdhc



**Class 4 Flash
Card**



- \$39.99
- [Add to cart](#)

**GARMIN - Gps,
Nuvi 2460lmt**



- \$239.99
- [Add to cart](#)

- [Office Equipment](#)
- [Solid Ink Printers](#)
- [Line Printers](#)
- [CD/DVD Printers](#)
- [Scanners](#)
- [Business Card Scanners](#)
- [Handheld Scanners](#)
- [Office/Personal Scanners](#)
- [Photo Scanners](#)
- [Workgroup/Enterprise Scanners](#)
- [Slide Film Scanners](#)
- [Barcode Scanners](#)
- [Displays](#)
- [Computer Monitors](#)
- [Televisions](#)
- [Touch Screen Monitors](#)
- [Medical Monitors](#)
- [Projectors](#)
- [Projector Screens](#)
- [Networking](#)
- [Network Interface Cards](#)
- [Content Networking](#)
- [Terminal RAS Servers](#)
- [Bridges & Routers](#)
- [Hubs & Switches](#)
- [Test Equipments](#)
- [Repeaters & Transceivers](#)
- [Wireless Networking](#)
- [Network Security](#)

level office productivity. Based on a hardware PCoIP engine, this stateless zero client requires no local operating system. Unlike more flexible software-based implementations, this dedicated hardware PCoIP engine delivers the highest level of display performance available. Whilst it's just the size a notebook, the Wyse P class is a fully functional and compact virtual system that eliminates the need for a desktop, yet gives a feeling of a true PC experience. The Wyse P class includes elements for the high end user such as: multiple display support, multimedia playback, HD audio and four USB peripheral ports.

General Information

Manufacturer: Wyse Technology, Inc
 Manufacturer Part Number: 909101-01L
 Manufacturer Website Address: www.wyse.com
 Brand Name: Wyse
 Product Model: P20
 Product Name: P20 Thin Client
 Product Type: Thin Client

Memory

Standard Memory: 128 MB
 Flash Memory: 64 MB

Network & Communication

Ethernet Technology: Gigabit Ethernet

Input Devices

Keyboard: Yes
 Pointing Device Type: Mouse

Interfaces/Ports

Total Number of USB Ports: 4
 Number of USB 1.1 Ports: 4
 Network (RJ-45): Yes
 Audio Line Out: Yes

Power Description

Input Voltage: 110 V AC
 220 V AC

Physical Characteristics

Height: 8.3"
 Width: 5.3"
 Depth: 1.8"

Miscellaneous

Package Contents:

- P20 Thin Client
- 1 x VGA adapter
- Keyboard
- Mouse

Green Compliant: Yes
 Green Compliance Certificate/Authority: Energy Star
 WEEE
 RoHS

Warranty

Standard Warranty: 3 Year Limited

[View all categories](#)

- [Go to Top](#)
- [Tags: Computer Systems Thin Client & Terminals WYSE TECHNOLOGY \(WINTERM\)](#)

Submission Date: July 25, 2012
Submitted By: Information Systems Operations Manager
Board Meeting Date: August 2, 2012

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

Description of Item:

Purchase Server Hardware

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

All City Employees

Why is Board Action Required?

Purchase price is over \$5,000.00

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

Motion to approve purchase

Are there any deadlines associated with this action?

None

Comments and Recommendation of Department:

I recommend approval to purchase 6 Dell Servers from Dell Inc. The Missouri State contract price for these servers is \$9,999.88 each. The total purchase price for 6 servers will be \$59,999.28. These Server prices have been compared based on internal component capability, warranty period and features. The Dell price is \$14.16 over the price of the HP Servers from CDW-G but Dell is including the necessary mounting hardware that CDW-G did not include in their pricing at a cost of \$109.00 each (or \$654). This item is budgeted under A/C #10-19-774250.

City Administrator Comments and Recommendation:

Concur with the recommendation of the IS Operations Manager.

Vendor	Brand	Model	Processor	Proc Speed	Ram	Warranty	# of Nics	Mounting Hardware Included	Price per Server	Total Price	Contract
Dell	Dell	R720	Intel E5-2670	2.6 Ghz	128 Gig	5 years	8	Yes	\$9,999.88	\$59,999.28	Missouri State Contract
CDW-G	HP	DL380	Intel E5-2660	2.6 Ghz	128 Gig	5 Years	8	No	\$9,997.52	\$59,985.12	Missouri Coop School Districts
AOS	HP	DL380	Intel E5-2660	2.2 Ghz	128 Gig	3 Years	6	No	\$9,889.27	\$59,336.82	WSCA Contract
AOS	Cisco	UCS C240	Intel E5-2660	2.2 Ghz	128 Gig	3 Years	4	No	\$9,946.39	\$59,678.33	State of Kansas Contract

000084



000085

QUOTATION

Quote #: 627140746
 Customer #: 053380982
 Contract #: WN16ACA
 Customer Agreement #: MO PA B27160
 Quote Date: 07/23/2012
 Customer Name: CITY OF OSAGE BEACH, MO

Date: 07/23/2012

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 MCCAIG PHONE: 1800 - 4563355
 Email Address: david_jordan@dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 6 SYSTEM PRICE: \$9,999.88 GROUP TOTAL: \$59,999.28

Base Unit	PowerEdge R720 (225-2133)	1
	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (934-3724)	1
	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (934-3764)	1
	Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	1
	Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	1
	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221)	1
	Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	1
	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (996-8009)	1
	On-Site Installation Declined (900-9997)	1
	PowerEdge R720 Shipping (331-4437)	1
	Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slot (331-4439)	1
	Broadcom 5719 QP 1Gb Network Interface Card (430-4425)	1
	iDRAC7 Enterprise (421-5339)	1
	Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	1
	2.5" Chassis with up to 16 Hard Drives (317-8474)	1
	Bezel (318-1375)	1
	Performance BIOS Setting (330-3492)	1
	RAID 1 for H710P/H710/H310 (2 HDDs) (331-4381)	1
	PERC H710P Integrated RAID Controller, 1GB NV Cache (342-3531)	1
	Intel Xeon E5-2670 2.60GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 115W, Max Mem 1600MHz (317-9596)	1
	Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
	DIMM Blanks for Systems with 2 Processors (317-8688)	1
	Intel Xeon E5-2670 2.60GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 115W (317-9610)	1
	Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
	8GB RDIMM, 1333 MHz, Low Volt, Dual Rank, x4 (317-9644)	16
	1333 MHz RDIMMs (331-4422)	1
	Performance Optimized (331-4428)	1
	146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive (342-0427)	2
	No System Documentation, No OpenManage DVD Kit (310-5171)	1
	DVD ROM, SATA, INTERNAL (313-9092)	1
	ReadyRails Sliding Rails With Cable Management Arm (331-4433)	1
	Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1

Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
No Operating System (420-6320)	1
No Media Required (421-5736)	1

000086

*Total Purchase Price:	\$59,999.28
Product Subtotal:	\$59,999.28
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.



CDWG.com | 800.594.4239

000087
OE400SPS

SALES QUOTATION

Customer No.	Account No.	Q/TT
CVQB855	5159606	7/24/2012

BILL TO:
JAMES DAVIS
1000 CITY PKWY

SHIP TO:
CITY OF OSAGE BEACH
Attention To: JAMES DAVIS
1000 CITY PKWY

Accounts Payable
OSAGE BEACH , MO 65065-3058

OSAGE BEACH , MO 65065-3058
Contact: JIM DAVIS 573.348.3151

Customer Phone #573.302.2000

Customer P.O. # CVQB855 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAN BUJWIT 866.339.3646		UPS Ground (2- 3 Day)	Request Terms	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	2637257	HP SB GEN8 DL380P E5-2670 US SVR Mfg#: 670852-S01 Contract: Missouri Coop School Districts 010-C	5,145.33	30,871.98
72	2637048	HP GEN8 8GB 2RX4 PC3L-10600R-9 KIT Mfg#: 647897-B21 Contract: Missouri Coop School Districts 010-C	176.35	12,697.20
6	2637009	HP GEN8 ENET 1GB 4-PORT 331FLR ADPT Mfg#: 629135-B21 Contract: Missouri Coop School Districts 010-C	255.91	1,535.46
6	684633	HPE 5YR 24X7X4 DL38X Mfg#: U8084E Contract: Missouri Coop School Districts 010-C	1,744.08	10,464.48
12	2637075	Electronic distribution - NO MEDIA HP GEN8 146GB 6G SAS 15K 2.5 SC ENT Mfg#: 652605-B21 Contract: Missouri Coop School Districts 010-C	368.00	4,416.00
SUBTOTAL				59,985.12
FREIGHT				0.00
TAX				0.00

US Currency

TOTAL 59,985.12

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.371.5000

Fax: 312.705.8252

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>
For more information, contact a CDW account manager.

AOS, LLC

000088
QUOTATION

Springfield

636 W. Republic Rd
 Unit F100 Corp Village Park
 Springfield, MO 65807
 Phone: 417-888-2675
 Fax: 417-888-0994

Rogers

5308 Village Parkway #1
 Rogers, AR 72758
 Phone: 479-899-6830
 Fax: 479-899-6831

Tulsa

7666 E. 61st St
 #310
 Tulsa, OK 74133
 Phone: 918-935-3530
 Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
 Suite 1750
 Oklahoma City, OK 73112
 Phone: 405-943-8900
 Fax: 405-943-8902

Quote No.: SQ200149
 Customer ID: HEWLE-001
 Date: 7/16/2012
 Sales Rep: JEFFDER
 Designer: JAMESI

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
HEWLETT PACKARD 10810 FARNHAM DR. OMAHA, NE 68154 Phone: Fax:	JAMES DAVIS CITY OF OSAGE BEACH 1000 CITY PARKWAY OSAGE BEACH, MO 65065

HP PRODUCT PURCHASING INSTRUCTIONS:

Thank you for selecting AOS and HP for your technology purchase! The State of Missouri and HP have entered into an agreement to offer discounts on commercial-class HP computer hardware. This special pricing is available to all state K-12, Higher Education, State & Local Government, and select Health Care customers. Please follow the purchasing instructions below when placing your order:

1. All purchase orders must be made out to :

HP Direct
 C10GM
 10810 Farnam Drive
 Omaha, NE 68154

2. Please include the following verbiage in the body of the PO:

Alexander Open Systems is our HP Authorized Agent
 HP Outlet ID 0146600001 / HP Location ID 10030204
 12851 Foster Street
 Suite 200
 Overland Park, KS 66213
 WSCA Contract B27164-MO - MO - State of Missouri (WSCA/NASPO)

3. Please fax your signed PO to AOS at 913-307-2380 or email PO to Orders@aos5.com. Sending PO directly to HP may delay your order.

AOS Benefits:

- * AOS will create and configure quotations upon request ensuring the best pricing and product selection to fit your needs.
- * AOS will place your order, provide tracking and ETA information, and register Care Pack warranties, offering a single point of contact for all inquiries at no additional charge!

Notes:

- * Returned items may be subject to a re-stocking fee.
- * All orders shipped via ground freight at no charge! Expedited shipping upon request but not guaranteed.
- * AOS will not be held responsible for configuration, compatibility, or materials that are requested per customer specifications and configuration.
- * Additional discounts may be available for large orders. Please contact your AOS Account Manager for qualifications.
- * Pricing is typically valid for 30 days. Some promotional sku's such as Smart Buys may expire at the end of each calendar month. Quotes can be quickly refreshed upon request.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6.00	HP ProLiant DL380 G8 Server HP ProLiant DL380p Gen8 Server - Smart Buy 2 Intel® Xeon® E5-2660 (2.20GHz/8-core/95W) HP 32GB PC3L-10600R 4x8GB 2Rank Memory HP Embedded Smart Array P420i/1GB FBWC Controller with Battery HP FlexibleLOM 1Gb 4-port 331FLR Ethernet Adapter 2 HP 750W Common Slot Platinum Plus Hot Plug Power Supplies Integrated Lights Out 4 (iLO 4) Management Insight Control Management - License included HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day	6,859.00	41,154.00
12.00	HP 300GB 6G SAS 10K rpm SFF 2.5 in	279.00	3,348.00
72.00	HP 8GB (1x8GB) Dual Rank x4 PC3L-10600R	150.00	10,800.00
6.00	HP 3YR 4HR 24x7 ProLiant DL38x Support-SBuy	527.20	3,163.20
6.00	HP Ethernet 1GB 2-Port 332T Adapter	145.27	871.62

AOS, LLC

000089
QUOTATION

Springfield

636 W. Republic Rd
 Unit F100 Corp Village Park
 Springfield, MO 65807
 Phone: 417-888-2675
 Fax: 417-888-0994

Rogers

5308 Village Parkway #1
 Rogers, AR 72758
 Phone: 479-899-6830
 Fax: 479-899-6831

Tulsa

7666 E. 61st St
 #310
 Tulsa, OK 74133
 Phone: 918-935-3530
 Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
 Suite 1750
 Oklahoma City, OK 73112
 Phone: 405-943-8900
 Fax: 405-943-8902

Quote No.: SQ200204
 Customer ID: ZOSAG-104
 Date: 7/23/2012
 Sales Rep: JEFFDER
 Designer: JAMESI

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF OSAGE BEACH 1000 CITY PARKWAY OSAGE BEACH, MO 65065 Phone: (573) 302-2000 Fax:	JAMES DAVIS CITY OF OSAGE BEACH 1000 CITY PARKWAY OSAGE BEACH, MO 65065

Discounts reflect KS State Contract #10330

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6.00	UCS C240 M3 SFF w/o CPU, mem, HD, PCIe, w/ rail kit	2,113.20	12,679.20
12.00	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	345.74	4,148.88
12.00	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00
132.00	HDD slot blanking panel for UCS B-Series Blade Servers	0.00	0.00
12.00	2.20 GHz E5-2660/95W 8C/20MB Cache/DDR3 1600MHz	2,113.20	25,358.40
96.00	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	226.00	21,696.00
12.00	Heat Sink for UCS C240 M3 Rack Server	0.00	0.00
6.00	Intel Quad GbE adapter	586.41	3,518.46
24.00	Full height PCIe filler for C-Series	0.00	0.00
12.00	650W power supply for C-series rack servers	369.81	4,437.72
6.00	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	417.36	2,504.16
6.00	Rails	0.00	0.00
18.00	UC SUPPORT 24X7X4OS UCS C240 M3 SFF w/o	402.48	7,244.64
-1.00	AOS Executive Discount	22,500.00	-22,500.00
			\$59,087.46
		Merchandise Total	\$59,087.46
		Tax Total	0.00
		Shipping	\$590.87
		Document Total	\$59,678.33

Above quoted pricing is valid until 8/21/2012 .

Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing, sales tax will **NOT** be included on the invoice.
 Total solution financing* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.

*Restrictions apply. Subject to credit approval and documentation.

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature _____

Date _____

AOS, LLC

000090
TAX EXEMPTION

Springfield

636 W. Republic Rd
Unit F100 Corp Village Park
Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa

7666 E. 61st St
#310
Tulsa, OK 74133
Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

Quote No.: SQ200149
Customer ID: HEWLE-001
Date: 7/16/2012
Sales Rep: JEFFDER
Designer: JAMESI

Please visit www.aos5.com for a complete listing of all service areas

	<u>\$69,336.82</u>
Merchandise Total	\$69,336.82
Tax Total	0.00
Shipping	<u>\$0.00</u>
Document Total	<u>\$69,336.82</u>

Above quoted pricing is valid until 7/31/2012.

*Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing, sales tax will **NOT** be included on the invoice. Total solution financing* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*

**Restrictions apply. Subject to credit approval and documentation.*

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature _____

Date _____

Submission Date: July 25, 2012
Submitted By: City Engineer
Board Meeting Date: August 2, 2012

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

Description of Item:

Award the proposed Construction Contract No. OB12-012 for the Hatchery Road Asphalt Repair project which includes repair of various asphalt failures on Hatchery Road and the removal and replacement of an asphalt patch at Windows & More on Hwy. 42.

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

Citizens of Osage Beach, contractors, material suppliers, and City Staff.

Why is Board Action Required?

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

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

A motion to approve the contract award.

Are there any deadlines associated with this action?

We would like to get this work completed before the Fall Festival on September 8, 2012.

Comments and Recommendation of Department:

Bids were opened on July 25, 2012. The apparent low bidder is APAC-Missouri, Inc. with a bid of \$38,039.36. APAC-Missouri, Inc. was the only bidder. The Bid Tab is attached. Funds are available in budget Item No. 20-00-773155, Misc. Streets/Roads in the amount of \$64,483 for the Hatchery Road Repairs. Funds are available in budget Item No. 35-00-773122 Misc. Sewer Construction in the amount of \$20,000 for the asphalt repair at Windows and More.

The Nichols Road Traffic Study is anticipated to recommend budgeting large funds for Nichols Road reconstruction approval during the Budget process for 2013. The large funds needed to complete the Nichols Road reconstruction may cause the Hatchery Road relocation project to be pushed back and not take place as quickly as anticipated. Therefore, these repairs are needed to repair the road for citizens entering and leaving our City Park over the next few years.

We have done work with APAC-Missouri in the past with good results.

The Engineering Department recommends approval of the contract award.

We have done work with APAC-Missouri in the past with good results.

The Engineering Department recommends approval of the contract award.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BID TABULATION

**Hatchery Road Asphalt Repair
OB12-012**

Bid Opening July 25, 2012				APAC-MISSOURI, INC. Linn Creek, MO	
Item No.	Description	Est. Quanti	Unit	Unit Price	Extension Figure
Hatchery Road Asphalt Repair					
1	Subgrade Repair	342	SY	\$ 37.26	\$ 12,742.92
2	Bituminous Concrete Pavement	342	SY	\$ 31.82	\$ 10,882.44
3	Force Account Work	1	LS	\$ 5,000.00	\$ 5,000.00
Total-Hatchery Road Asphalt Repair					\$ 28,625.36
Remove & Replace Asphalt Patch					
1	Bituminous Concrete Pavement	50	LF	\$ 88.28	\$ 4,414.00
2	Force Account Work	1	LS	\$ 5,000.00	\$ 5,000.00
Total-Remove & Replace Asphalt Patch					\$ 9,414.00
Total Base Bid					\$ 38,039.36

000094

Submission Date: July 23, 2012
Submitted By: Building Official
Board Meeting Date: August 2, 2012

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

Description of Item:

To award a new contract for City Hall janitorial services.

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

All City of Osage Beach employees, home owners, business owners, licensed contractors and all visitors of our community and City Hall.

Why is Board Action Required?

Request is to enter into contract for Janitorial Services.

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

Motion to award the contract for the janitorial services of City Hall to Keeping Condos Clean in the amount of \$18,500.00

Are there any deadlines associated with this action?

Services under the existing contract will expire on or about September 8, 2012.

Comments and Recommendations of Department:

Three bids were received as follows:

1. Jani King - \$24,660.00
2. All Types Janitorial - \$19,200.00
3. Keeping Condos Clean - \$18,500.00

Keeping Condos Clean is the apparent low-bidder. This contract is to service the public areas of the City Hall building, leaving the individual offices and cubicles to the responsibility of the employee inhabiting that area.

Recommend awarding contract for Janitorial Services of City Hall to Keeping Condos Clean in the amount of \$18,500.00 annually. This is a budgeted item - (10-09-742000) however, the current bid is \$500.00 over the \$18,000.00 budgeted for this account. The \$500.00 difference will be transferred from the Building Maintenance account (10-09-743100) and the Building Supplies – Building / Janitorial account (10-09-743103).

City Administrator Comments and Recommendation:

Concur with the recommendation of the Building Official. Upon award of this contract, there will be certain documents that need to be provided to the City prior to this company beginning as our janitorial service.

