



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
February 7, 2013 – 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 01/27/2013 (Page 01)
- Bills List (Page 05)
- Liquor License (Page 19)
 - Wobbly Boots Roadhouse (caterer's license for Pub Crawl)

UNFINISHED BUSINESS

- A. Further Discussion about PACE/Missouri Solar Applications (Page 20)

- B. Discussion about Key Largo Intersection/Extension of Osage Beach Parkway to Y Road
(Page 24)

NEW BUSINESS

- A. Public Hearing. Special Use Case No. 362. Special Use Permit to Allow Extended Stay Rental Units in a Commercial District. (Page 30)
- B. Approved Findings of Fact for Special Use Case No. 362. (Page 30)
- C. Vote on Special Use Case No. 362. (Page 30)
- D. Presentation of GFOA Award
- E. Bill No. 13-03. Amendment to Human Resources System Rules and Regulations, Section 125.050; Pay and Compensation. First and Second Readings (Page 42)
- F. Bill No. 13-04. Authorize Mayor to Execute Transportation Enhancement Funds Agreement with Missouri Highways and Transportation Commission for Constructing Sidewalks. First and Second Readings (Page 48)
- G. Bill No. 13-05. Amendment to Section 115.410 – Evaluation of Certain Appointed Officials. First and Second Readings (Page 71)
- H. Bill No. 13-06. Enacting Section 210.233. Funeral Protests Prohibited. First and Second Readings (Page 74)
- I. Bill No. 13-07. Reestablishes the Union Electric Company d/b/a Ameren Missouri Utility Franchise Tax. First and Second Readings (Page 79)
- J. Authorize the Placement of a Street Light on a Portion of Nichols Road Formerly Known as Old State Park Road. (Page 83)
- K. Bid Award. Mace Road Sewer Extension Project (Page 85)

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

January 17, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, January 17, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Lois Farmer, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons reported that the City was well represented last Thursday at the Lake Area Legislative Reception. President of the Board Alderman Schmitt, Alderman Olivarri and Alderman Rucker attended along with City Attorney Rucker as the Mayor's guest.

Mayor Lyons reported that the featured speakers were Representatives Hartzler and Luetkemeyer with national issues being the main topic. Several state and many local officials attended. Mayor Lyons said she was able to share some local concerns with Representative Luetkemeyer. The new area senator, Dan Brown, spent some time to hear about the City's concerns with transportation funding and the quarry issue. Senator Brown said he would visit with Senator Kehoe to update his information.

Citizens Communications.

Annica Russo of Summit Natural Gas updated the Board on the progress of natural gas lines. She reported that the construction is ahead of schedule. Ms. Russo asked those who have questions or concerns to contact her.

Mayor Lyons commented that the contractor is doing a good job keeping the roads clean during construction.

Mark Beeler of ReMax said that a client he had been working with decided not to locate a car dealership in Osage Beach because of a dead end intersection, the fate of the Key Largo intersection is unknown, and the client did not want to invest in property close to an intersection like Key Largo. Mr. Beeler encouraged the City to request a full interchange at Key Largo from MoDOT because he did not think it was the City's responsibility.

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on January 3, 2013, and the bill list as submitted. Alderman Farmer seconded the motion which was voted on and passed.

Unfinished Business.

None

New Business.

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Presentation by Missouri Solar Applications.

Emily Durgan was present along with Vaughn Prost who is the founder of Missouri Solar Applications. Mr. Prost spoke about the PACE Program which allows businesses to obtain loans if the cost of the improvements will equal the amount of annual savings. The loans are backed by liens on the property and will be underwritten by Central Bank upon approval. The program is administered by the Clean Energy Development Board.

There were several questions from Alderman Olivarri and he said he would like to have other questions answered prior to making a recommendation.

Alderman Rucker suggested that the City pursue this matter so that businesses have an opportunity to improve their energy efficiency.

Mayor Lyons asked Board members to forward their questions to City Administrator Viselli.

Bill No. 13-01. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING THREE ORNAMENTAL STREET LIGHTS ON COLLEGE BOULEVARD IN THE STONEBROOKE SUBDIVISION INTO CITY INVENTORY.

City Engineer Nick Edelman explained that the appropriate documents have been submitted. The residents wish to transfer the street lights within the subdivision to the City. The street lights are acceptable to the Public Works and Engineering Departments.

Mayor Lyons presented the first reading of Bill No. 13-01 by title only. It was noted that Bill No. 13-01 has been available for public review.

Alderman Catcott moved to approve the first reading of Bill No. 13-01 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 13-01 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 13-01. Alderman Kahrs seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-01 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Catcott, Alderman Kahrs, Alderman Rucker. "Nays": None. Bill No. 13-01 was passed and approved as Ordinance No. 13.01.

Authorize Purchase of F550 Dump Truck with Plow for the Street.

Superintendent of Public Works Rick King explained that the dump truck with plow for the Street Department is a replacement for a 2005 truck. The budgeted amount is \$49,500. Staff recommends the purchase from the MoDOT State Bid from Joe Machens Ford in the amount of \$45,042 plus a plow with rubber deflector for \$4,462.00 for a total cost of \$49,504.00 including free shipping. This figure is over budget by \$4.00. This purchase will be charged to account #20-774-265.

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Alderman Olivarri moved to authorize the purchase of a F550 dump truck with plow for the Street Department as recommended in the amount of \$49,504. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill No. 13-02. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF TWO PERCENT (2%) FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 R.S.Mo.; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON APRIL 2, 2013

City Attorney Ed Rucker explained if the Board desires this item to appear on the ballot for the April 2, 2013 General Election, Bill 13-02 must be adopted and submitted to the County Clerk by 5:00 PM on January 22, 2013. He said that Bill 13-02 is the only option currently available under the existing state statutes to address the effects of the decision in the matter of Street v. Director of Revenue. That decision was estimated to cost the city \$33,000.00 in lost sales tax revenue.

The Board has the power to place this option before the voters for their decision. The City of Camdenton, Camden County and the City of Laurie are all placing similar proposals before their voters in the April 2, 2013 election.

Mayor Lyons presented the first reading of Bill No. 13-02 by title only. It was noted that Bill No. 13-02 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 13-02 as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 13-02 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 13-02. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-02 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Catcott, Alderman Kahrs, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 13-02 was passed and approved as Ordinance No. 13.02.

Communications from Board Members.

Alderman Kahrs. Steve Kahrs thanked staff for corresponding with legislators and other elected officials asking them to intercede on behalf of the City in getting MoDOT to make improvements at the Key Largo intersection. He thanked Mr. Beeler for his comments and he encouraged the City to remain engaged in encouraging MoDOT to improve the Key Largo intersection.

Alderman Rucker. Kevin Rucker said he agreed with Alderman Kahrs' and questioned what the next step should be. He suggested the Board and citizens to personally contact their legislators. Mayor Lyons commented that letters were sent to legislators less than a week ago and that she

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talked to Senator Brown at the Legislative Reception. Alderman Rucker asked this issue to be placed on the next agenda for further follow up.

Staff Communications.

City Attorney. Ed Rucker reported that Ms. Upshaw who attended the last Board meeting to speak to the Board about a dog issue was contacted by Compliance Officer Bob Chatham the very next day.

Airport Manager. Budd Hyde reported that the Young Eagle event at the airport will be bigger this year and a Comanche fly will be held at Grand Glaize Airport this year.

Alderman Catcott asked Budd Hyde if he heard anything further about whether a hot air balloon event could be brought to the Grand Glaize Airport. Mr. Hyde responded in the negative however he said he would call back and follow up.

Park Manager. Brian Willey reported that ten baseball tournaments are scheduled this year, and the Osage Beach Soccer League will return to play for a second year. He said he has been working on scheduling a triathlon in March.

Chief of Police. Todd Davis reported that the Polar Bear Plunge and Strut will be held on February 23rd and COPS on Top will be held on February 15th. He asked the Mayor and Board members to be judges for the Polar Bear Plunge.

Mayor Lyons announced that she is looking forward to seeing everyone at the Employee Appreciation Dinner tomorrow night at Inn at Grand Glaize.

There being no further business to come before the Board, the meeting adjourned at 7:35 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 January 17, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
February 7, 2013**

Bills Paid Prior to Board Meeting	165,150.42
Payroll Paid Prior to Board Meeting	244,456.91
SRF Transfer Prior to Board Meeting	224,600.06
TIF Transfer Prior to Board Meeting	99,889.44
TIF Pilots Transfer Prior to Board Meeting	427,392.69
Bills Pending Board Approval	168,311.00
Total Expenses	<u>1,329,800.52</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000006	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	CVC DEC COLLECTIONS		242.42
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201		344.31
			Case# 26v050500201		344.31
		MO DEPT OF REVENUE	PARK, BOOKS, MISC SALES TA		0.68
			State Withholding		3,874.00
			State Withholding		3,732.00
		MO TREASURER BUDGET DIRECTOR	DEC PEACE OFFICER TRAINING		63.00
		INTERNAL REVENUE SERVICE	Fed WH		11,928.56
			Fed WH		11,459.85
			FICA		7,222.58
			FICA		7,253.73
			Medicare		1,689.16
			Medicare		1,696.44
		ICMA	Retirement 457 &		277.88
			Retirement 457 &		597.14
			Retirement 457		783.19
			Retirement 457		783.19
			Loan Repayments		1,060.97
			Loan Repayments		1,060.97
			Loan Repayments		801.44
			Loan Repayments		801.44
			401 Loan Payment		453.11
			401 Loan Payment		424.00
			401 Loan Payment		280.28
			401 Loan Payment		337.69
			Loan Repayments		318.00
			Loan Repayments		365.68
			Loan Repayments		227.55
			Loan Repayments		318.78
			Loan Repayments		242.25
			Loan Repayments		242.25
			Retirement Roth IRA		180.00
			Retirement Roth IRA		180.00
		CAMDEN COURT	Case No. 11CM-SC00049		87.05
			Case No. 11CM-SC00049		77.32
		CITIZENS AGAINST DOMESTIC VIOLENCE	C ADV DEC COLLECTIONS		68.00
		THE BANCORP BANK	HSA Contribution		25.00
			HSA Family/Dep. Contributi		1,471.83
			TOTAL:		61,316.05
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA		154.48
			Medicare		36.15
		ICMA	Retirement 401		121.53
			TOTAL:		312.16
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA		6.20
			Medicare		1.45
			TOTAL:		7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA		424.28
			FICA		412.31
			Medicare		99.22
			Medicare		96.43
		ICMA	Retirement 401		410.60
			Retirement 401		410.60
		AT & T MOBILITY-CELLS	CITY ADMIN CELL PHONE		23.47

000007

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE BANCORP BANK	HSA Family/Dep. Contributi	100.00
			TOTAL:	1,976.91
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	374.46
			FICA	364.06
			Medicare	87.56
			Medicare	85.13
		ICMA	Retirement 401	294.70
			Retirement 401	294.70
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR SMART POSTAL CENTERS	BLUEPINTS	23.65
			TOTAL:	1,649.26
City Treasurer	General Fund	MAPERS	MEMBERSHIP DUES - K BELL	50.00
		INTERNAL REVENUE SERVICE	FICA	476.36
			FICA	467.09
			Medicare	111.41
			Medicare	109.25
		ICMA	Retirement 401	461.00
			Retirement 401	461.00
		THE BANCORP BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	2,286.11
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	3.56
			FICA	38.34
			Medicare	0.83
			Medicare	8.97
		MACA DEBRA A FRIESE TREASURER	2013 MEMBERSHIP DUES	50.00
		ICMA	Retirement 401	3.44
			Retirement 401	37.69
			TOTAL:	142.83
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	283.41
			FICA	280.48
			Medicare	66.28
			Medicare	65.60
		ICMA	Retirement 401	274.27
			Retirement 401	274.27
		THE BANCORP BANK	HSA Family/Dep. Contributi	50.00
			TOTAL:	1,294.31
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	322.79
			FICA	312.45
			Medicare	75.49
			Medicare	73.08
		ICMA	Retirement 401	312.37
			Retirement 401	312.37
		THE BANCORP BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	1,558.55
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL ELEC SVC	3,700.45
			TOTAL:	3,700.45
Parks	General Fund	AMEREN MISSOURI	LOWER DIAMOND LITES	10.73
			BALL DIAMONDS CONS STAND	18.36

000008

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HWY 42 BALL PK LTS	9.75
		INTERNAL REVENUE SERVICE	FICA	267.96
			FICA	256.98
			Medicare	62.68
			Medicare	60.09
		ICMA	Retirement 401	219.47
			Retirement 401	228.85
		AT & T MOBILITY-CELLS	PARK CELL PHONE	66.46
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR SAM E DOWNS AUCTIONEER	SS COUNTER, PIZZA WARMER	245.00
		SAM E DOWNS AUCTIONEER	DISPLAY, SPATULAS, GO CUPS	41.00
			TOTAL:	1,612.33
Human Resources	General Fund	CITY OF OSAGE BEACH	COSTUME PRIZE	100.00
		INTERNAL REVENUE SERVICE	FICA	121.89
			FICA	118.74
			Medicare	28.51
			Medicare	27.77
		LEIGH, CINDY	MILEAGE REIMBURSEMENT	359.34
		POWERS ENTERTAINMENT	CASINO	2,860.00
			D.J.	550.00
		ICMA	Retirement 401	117.96
			Retirement 401	119.38
		BANKCARD CENTER 5569	VIZIO HDTVS	640.55
			VIZIO HDTV	320.28
		THE BANCORP BANK	HSA Family/Dep. Contributi	50.00
			TOTAL:	5,414.42
Overhead	General Fund	AT & T/CITY HALL	JAN SERVICE	2,120.23
		CHARTER BUSINESS	DECEMBER SERVICE	13.45
			TOTAL:	2,133.68
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,948.40
			FICA	2,829.68
			Medicare	689.56
			Medicare	661.77
		ICMA	Retirement 401	2,823.47
			Retirement 401	2,799.04
		STOUT, JEFFREY A	PPCT TRAINING MEALS	120.00
		AT & T MOBILITY-CELLS	POLICE DEPT CELL PHONES	166.35
		BANKCARD CENTER 0833	STRAIN-RELIEF CABLE	328.60
			CARDS	103.70
			10# SLEDGE	31.98
			MAGAZINE	298.20
			POSTAGE	22.50
		THE BANCORP BANK	HSA Contribution	125.00
			HSA Family/Dep. Contributi	800.00
		ONE TIME VENDOR QUALITY INN	LODGING 1/22-1/25/13 J STO	184.07
			TOTAL:	14,932.32
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	888.87
			FICA	904.90
			Medicare	207.88
			Medicare	211.62
		ICMA	Retirement 401	806.94

000009

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	849.30
		THE BANCORP BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	4,044.51
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	261.30
			FICA	257.71
			Medicare	61.11
			Medicare	60.27
		ICMA	Retirement 401	252.88
			Retirement 401	252.88
		AT & T MOBILITY-CELLS	PLANNER CELL PHONE	26.07
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	1,247.22
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	548.45
			FICA	541.74
			Medicare	128.27
			Medicare	126.70
		ASCE	ANNUAL MEMBERSHIP, SCHUMAN	195.00
		ICMA	Retirement 401	530.74
			Retirement 401	530.74
		LOWE'S	GRADE STAKES	20.84
		AT & T MOBILITY-CELLS	ENG DEPT CELL PHONES	112.25
		THE BANCORP BANK	HSA Contribution	50.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	2,884.73
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	300.85
			FICA	308.57
			Medicare	70.36
			Medicare	72.16
		ICMA	Retirement 401	291.14
			Retirement 401	299.56
		BANKCARD CENTER 5569	ENVELOPE FEEDER	185.12
			LASER JET PRINTER	582.40
		AT & T MOBILITY-CELLS	IT DEPT CELL PHONE	63.46
		THE BANCORP BANK	HSA Contribution	25.00
			TOTAL:	2,198.62
NON-DEPARTMENTAL	Transportation	FAMILY SUPPORT PAYMENT CENTER	Case #80777984	67.50
		MO DEPT OF REVENUE	State Withholding	419.83
			State Withholding	441.50
		INTERNAL REVENUE SERVICE	Fed WH	1,275.44
			Fed WH	1,347.07
			FICA	765.89
			FICA	792.06
			Medicare	179.15
			Medicare	185.24
		ICMA	Retirement 457	50.00
			Retirement 457	50.00
			Loan Repayments	60.91
			Loan Repayments	60.91
			401 Loan Payment	16.89
			401 Loan Payment	16.89

000010

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE BANCORP BANK	HSA Contribution	20.00
			TOTAL:	5,749.28
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTS	3,040.16
			STREET LIGHTS	1,269.61
		MARSHALL, JERRY	MILEAGE REIMB 01/09-01/15/	18.53
		AMEREN MISSOURI	KK LTG PALISADES COMMON	95.69
		GUNNELS, BERNIE	MILEAGE REIMB 01/09-01/15/	56.50
		HAYES, DAVE	MILEAGE REIMB 01/09-01/15/	4.52
		TINDALL, JERRY	MILEAGE REIMB 01/09-01/15/	13.56
		RUSSELL, RICK	MILEAGE REIMB 01/09-01/15/	30.17
		WATERMAN, RANDY	MILEAGE REIMB 01/09-01/15/	33.90
		INTERNAL REVENUE SERVICE	FICA	765.89
			FICA	792.06
			Medicare	179.15
			Medicare	185.24
		ICMA	Retirement 401	698.59
			Retirement 401	752.29
		GARMANY, VICTOR	MILEAGE REIMB 01/09-01/15/	9.04
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	166.49
			TOTAL:	8,136.39
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,318.77
			State Withholding	203.53
			State Withholding	184.70
		INTERNAL REVENUE SERVICE	Fed WH	653.35
			Fed WH	616.81
			FICA	420.16
			FICA	399.46
			Medicare	98.24
			Medicare	93.42
		ICMA	Retirement 457	25.00
			Retirement 457	25.00
			Loan Repayments	22.97
			Loan Repayments	22.97
			401 Loan Payment	89.23
			401 Loan Payment	46.80
			401 Loan Payment	75.98
			401 Loan Payment	75.98
			Loan Repayments	68.06
			Loan Repayments	68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER/SEWER LIENS	42.00
		THE BANCORP BANK	HSA Family/Dep. Contributi	30.00
		ONE TIME VENDOR SHORTT, SUSAN MICHEL	01-3110-03	5.89
			TOTAL:	5,586.38
Water	Water Fund	UMB BANK NA	REBATE CALC 2002	859.00
		AMEREN MISSOURI	LK RD 54-59 WELL	794.03
			SWISS VILLAGE WELL	1,198.99
		AMEREN MISSOURI	BLUFF RD WATER TOWER	762.61
			COLLEGE WELL BEHIND CHURCH	1,144.09
		INTERNAL REVENUE SERVICE	FICA	420.16
			FICA	399.47
			Medicare	98.25
			Medicare	93.43

000011

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	406.61
			Retirement 401	400.25
		DUNHAM, LOYD	MILEAGE REIMB 1/16-1/22/13	103.96
		AT & T MOBILITY-CELLS	WATER DEPT CELL PHONES	78.70
		RUBLE, JUSTIN	MILEAGE REIMB 1/2-1/15/13	76.84
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	141.74
			TOTAL:	7,003.13
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #61420083	46.15
		MO DEPT OF REVENUE	State Withholding	361.64
			State Withholding	359.80
		INTERNAL REVENUE SERVICE	Fed WH	1,301.05
			Fed WH	1,313.04
			FICA	750.64
			FICA	754.83
			Medicare	175.56
			Medicare	176.54
		ICMA	Retirement 457	45.00
			Retirement 457	45.00
			Loan Repayments	12.45
			Loan Repayments	26.13
			Loan Repayments	90.56
			Loan Repayments	90.56
			401 Loan Payment	120.25
			401 Loan Payment	77.82
			401 Loan Payment	193.85
			401 Loan Payment	193.85
			Loan Repayments	94.62
			Loan Repayments	94.62
		CAMDEN COUNTY RECORDER OF DEEDS	WATER/SEWER LIENS	42.00
		THE BANCORP BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	60.00
			TOTAL:	6,443.46
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,629.25
		GARMANY, DAVID	MILEAGE REIMB 1/16-1/22/13	63.28
		AMEREN MISSOURI	514 HWY 42 PUMP	11.13
			454 HWY 42 PUMP	10.05
			701 PA HE TSI	9.75
			459 HWY 42 PUMP	10.51
		INTERNAL REVENUE SERVICE	FICA	750.64
			FICA	754.82
			Medicare	175.55
			Medicare	176.53
		ICMA	Retirement 401	726.41
			Retirement 401	749.14
		AT & T MOBILITY-CELLS	SEWER DEPT CELL PHONES	51.21
		DOLLISON, JOE	MILEAGE REIMB 01/02-01/08/	24.97
		STARK, CHAD	MILEAGE REIMB 01/09-01/15/	19.21
		THE BANCORP BANK	HSA Contribution	50.00
			HSA Family/Dep. Contributi	241.77
			TOTAL:	7,454.22
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	313.00
			State Withholding	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000012	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH		986.53
			Fed WH		925.84
			FICA		653.08
			FICA		613.08
			Medicare		152.74
			Medicare		143.39
			TOTAL:		4,087.66
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA		653.08
			FICA		613.08
			Medicare		152.74
			Medicare		143.39
		ICMA	Retirement 401		352.59
			Retirement 401		352.91
		AT & T MOBILITY-CELLS	AMB DEPT CELL PHONES		114.24
		AMBULANCE REIMBURSEMENT SYSTEMS INC	DEC AMBULANCE BILLING FEES		940.61
		THE BANCORP BANK	HSA Family/Dep. Contributi		150.00
			TOTAL:		3,472.64
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX		1,039.99
			State Withholding		65.80
			State Withholding		58.80
		INTERNAL REVENUE SERVICE	Fed WH		234.38
			Fed WH		219.53
			FICA		233.24
			FICA		229.02
			Medicare		54.53
			Medicare		53.56
		ICMA	Retirment 457 &		116.87
			Retirment 457 &		116.87
			TOTAL:		2,422.59
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF WELL		9.75
			LO STATE PARK LOCALZR		37.27
			AIRPORT FIREHOUSE		257.55
			TERMINAL BLDG		368.82
			LCF AIRPORT HANGAR		306.68
			LCF NEW HANGAR		99.34
			LCF AIRPORT HANGAR		55.39
		INTERNAL REVENUE SERVICE	FICA		233.24
			FICA		229.02
			Medicare		54.53
			Medicare		53.56
		ICMA	Retirement 401		173.14
			Retirement 401		171.40
		LOWE'S	GARAGE DOOR		379.26
			DOOR STOPS, DRILL BIT, ANG		44.76
			BEIGE QUAD, PNE QTRD, VYL		435.32
			PVC, COPPER		179.69
			MITER SAW		94.05
			CONDUIT, PVC, LQ TIGHT, BU		18.40
		THE BANCORP BANK	HSA Contribution		15.00
			HSA Family/Dep. Contributi		100.00
			TOTAL:		3,316.17
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX		1.87

000013

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			State Withholding	85.20
			State Withholding	81.20
		INTERNAL REVENUE SERVICE	Fed WH	284.77
			Fed WH	269.64
			FICA	191.74
			FICA	184.83
			Medicare	44.84
			Medicare	43.23
		ICMA	Retirment 457 &	77.91
			Retirment 457 &	77.91
			TOTAL:	1,343.14
Grand Glaize Airport	Grand Glaize Airpo	ALLIED WASTE SERVICES #435	DEC TRASH SERVICE	54.93
		AMEREN MISSOURI	GG AIRPORT HANGAR	53.27
			AIRPORT RD HWY 54	249.81
			GG AIRPORT SHOP	54.69
			957 AIRPORT RD GG AIRPORT	10.04
			TBLC EXT D GG AIRPORT	19.16
			GG AIRPORT HANGAR	16.99
			GG AIRPORT SLEEPY	45.12
		INTERNAL REVENUE SERVICE	FICA	191.74
			FICA	184.83
			Medicare	44.84
			Medicare	43.23
		ICMA	Retirement 401	185.57
			Retirement 401	185.57
		AT & T MOBILITY-CELLS	AIRPORT CELL PHONE	23.46
		THE BANCORP BANK	HSA Contribution	10.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	1,423.25

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

10	General Fund	108,712.11
20	Transportation	13,885.67
30	Water Fund	12,589.51
35	Sewer Fund	13,897.68
40	Ambulance Fund	7,560.30
45	Lee C. Fine Airport Fund	5,738.76
47	Grand Glaize Airport Fund	2,766.39

 GRAND TOTAL: 165,150.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014	AMOUNT
NON-DEPARTMENTAL	General Fund	O'REILLY AUTOMOTIVE STORES INC	BATTERIES		162.98
			SEALED BEAM, MINI LAMP		20.76
		LAKE SUN LEADER 81525 & 1586450	SALE OF SURPLUS VEHICLES		27.00
			TOTAL:		210.74
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	S SELBY'S SISTER SERV		63.50
			TOTAL:		63.50
City Clerk	General Fund	SULLIVAN PUBLICATIONS INC	CODE UPDATES		1,097.00
			CONCEPTS FOR BUSINESS LLC	CODE LABELS	
		MO DEPT OF REVENUE	DEC SALES TAX REPORT		35.00
			TOTAL:		1,154.60
City Attorney	General Fund	WEST	INFORMATION CHARGES		226.32
			TOTAL:		226.32
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL		54.49
			INTERNATIONAL CODE COUNCIL INC	TRAINING -H OLIVER	
			TRAINING R WHITE		830.00
			TOTAL:		1,714.49
Building Maintenance	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC	FLR LAMPS		73.50
			CITY HALL LIGHTING		293.01
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, SUGAR, HOT CHOCOLA		207.65
			COFFEE, HOT CHOCOLATE		151.70
		DULLE OVERHEAD DOORS INC	AMB DOOR REPAIR		1,075.00
		AB PEST CONTROL	PEST CONTROL		75.00
		FOUR SEASONS PLUMBING, LLC	TOILET REPAIRS		103.68
		KEEPING CONDOS CLEAN	JAN JANITORIAL SERVICES		1,541.67
		STAPLES ADVANTAGE	AIR FRSHNR, TOWELS		68.24
			CUPS, PLATES, TP, DISH SOA		93.54
		EZARD'S	CLEANER, EXT CORD		19.95
			WALLPLATES		4.29
			TOTAL:		3,707.23
		Parks	General Fund	MEEKS BUILDING CENTER	KEYS
LUMBER, JOIST HANGERS					504.07
FLEET ONE	PARKS FUEL				225.00
	PARKS FUEL				86.61
O'REILLY AUTOMOTIVE STORES INC	BOOSTER CABLE				48.99
	JUMPSTART				76.99
	MOTOR TREATMENT				21.98
LAKE SUN LEADER 81525 & 1586450	CITY PARK STRORAGE BIDS				225.00
WCA WASTE CORPORATION	NOV PORT-A-LET SERVICE				125.00
	DEC PORT-A-LET SERVICE				125.00
	TOTAL:				1,441.62
Human Resources	General Fund	WALMART COMMUNITY/GECRB	GIFT CARDS		925.00
			MOVIES, IPOD, ASUS NEXUS7		662.00
		INN AT GRAND GLAIZE CORP	APPRECIATION DINNER		2,948.00
		NEW DIRECTIONS BEHAVIORAL HEALTH	1ST QTR EAP SERVICES		582.51
		OCCUPATIONAL MEDICINE CLINIC	FLU VACCINES		80.00
		STAPLES ADVANTAGE	WALL CALENDAR		19.86
			TOTAL:		5,217.37
Police	General Fund	McCLAIN RADAR SERVICE LLC	RADAR & LASER CERTIFICATIO		700.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000015	AMOUNT
		WALMART COMMUNITY/GECRB	ANTIFREEZE		12.47
			AJ RETIREMENT		34.20
		FLEET ONE	PUBLIC SAFETY FUEL		1,264.63
			PUBLIC SAFETY CAR WASH		52.00
			PUBLIC SAFETY FUEL		1,033.70
			PUBLIC SAFETY CAR WASH		36.00
		HI-TECH AUTO BODY INC	REMOVE DECALS #34		175.00
			TOWING CHARGE		168.75
		LAKE SUN LEADER 81525 & 1586450	VEHICLE EQUIPMENT BIDS		67.50
		CAMDEN COUNTY SHERIFF'S OFFICE	JAIL TIME 3 DAYS		135.00
			JAIL TIME 4 DAYS		180.00
		PSE INSTALLATION	INSTALL CARS SCANNRS & PRI		382.50
			BATTERY BUDDY PD 23		165.00
		PETCO	SHED CTRL, PET WIPES		19.98
		NARTEC INC	BLOOD DETECTION KIT		33.10
		UNIVERSITY OF MISSOURI-COLUMBIA AR	DEFENSE TACT INSTR RECERT		225.00
		EMBLEM ENTERPRISES, INC	OSAGE BEACH POLICE PATCHES		379.40
		HEDRICK MOTIV WERKS LLC	REATTACHED UNDER BODY #19		28.88
			R/F SWAY BAR, TEST BATTERY		75.08
			PD 25		52.50
			OIL CHG 2010 FUSION		32.50
			REPAIR PS LEAK PD21		324.17
			OIL CHG, REAR BRAKES PD 19		137.81
			BATTERY PD 34		127.57
			PS REPAIR PD21		256.04
			OIL CHG PD18		65.00
		SOUTHERN UNIFORM & EQUIPMENT	SHOOTER RESPONCE KIT BK		348.57
			TOTAL:		6,512.35
911 Center	General Fund	WIRELESS USA INC	JAN SERVICE		225.00
			REPAIR		450.00
			FEB SERVICE		225.00
		MO STATE HWY PATROL LAW ENFORC ACADEMY	1ST QTR MULES FEES		1,740.00
		BEISHIR LOCK & SECURITY	REPAIR & CONVERT VIDEO		137.50
			TOTAL:		2,777.50
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	SUP-WILLIAMSBURG INN		72.00
		HEDRICK MOTIV WERKS LLC	REPLACE DRIVING LAMP 05 CH		24.94
			TOTAL:		96.94
Engineering	General Fund	STAPLES ADVANTAGE	TONER		921.30
			TOTAL:		921.30
Information Technology	General Fund	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	2013 MAINTENANCE FEES		15,100.00
		CDW GOVERNMENT INC	WYSE P20 128MB-RAM		1,496.68
			WYSE P20 128MB RAM ZERO CL		374.17
			TOTAL:		16,970.85
Economic Development	General Fund	BILLS TREE AND CRANE SERVICE	REMOVE SNOW FLAKES		600.00
			BRACKETS & BANNERS		500.00
		EZARD'S	SNAP 2ENDBLT, SPRNG, QUICK		49.58
			HARDWARE		23.84
		CHASE CO INC	SCAFFOLD RENTAL		129.80
			TOTAL:		1,303.22
Transportation	Transportation	MEEKS BUILDING CENTER	BLACKTOP PATCH		20.98

000016

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RP LUMBER INC	BLACKTOP PATC	65.94
		FLEET ONE	TRANS FUEL	486.38
			TRANS FUEL	784.87
		ALLEN SURVEYING INC	NICHOLS RD SIDEWALK PROJEC	460.00
		JACK'S MUNICIPAL SALE & SERVICE INC	SIGNS	84.37
		KNAPHEIDE TRUCK INC	SPREADER REPAIR	170.48
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	3.99
		OFFICE BUSINESS EQUIPMENT	RICOH 2022 REPAIR	31.50
		LAKE SUN LEADER 81525 & 1586450	DUDE RANCH RD BIDS	234.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	66.43
		PRECISION AUTO & TIRE SERVICE LLC	POWER STEERING PUMP #59	450.10
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	27.44
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	30.04
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	28.44
			STREET DEPT FLOOR MATS	6.45
		TRAVIS HODGE HAULING LLC	OLD ST PARK RD RECONSTRUCT	57,889.77
		STRAIT-LINE CONSTRUCTION USA INC	PROGRESS RD RECONSTRUCTION	9,887.29
		EZARD'S	UTILITY LIGHTERS	9.58
			TOTAL:	70,750.95
NON-DEPARTMENTAL	Water Fund	CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	4.00
			TOTAL:	4.00
Water	Water Fund	PURCELL TIRE CO	TIRE #56	191.28
		MCDUFFEY LAB	DRINKING WATER ANALYSIS	25.00
		EZARD'S	PROPANE, CBL TIES	5.28
			TORCH HEAD	36.99
			SHOVEL	6.99
			COPPER TUBE, FLARE NUTS	12.30
		RP LUMBER INC	BLACKTOP PATC	10.99
		FLEET ONE	WATER FUEL	226.75
			WATER FUEL	399.90
		GOEHRI, GEORGE	FEB PREMIUMS	77.69
		HACH CO	DEIONIZED WATER	64.53
		SCHULTE SUPPLY INC	VEHICLE POWER ADAPTER	128.80
			MIUS	804.60
			MIUS	804.60
		TALLMAN COMPANY	PVC PIPE CUTTER	40.94
			TORCH BLADES, SAWZALL BLAD	65.80
		MO RURAL WATER ASSC	2013 MEMBERSHIP DUES	551.92
		O'REILLY AUTOMOTIVE STORES INC	RATCHT HNDL, EXTENSIONS	42.97
		OFFICE BUSINESS EQUIPMENT	RICOH 2022 REPAIR	31.50
		CONSOLIDATED ELECTRICAL DISTR, INC	UR-I IDC CONN/100 PK	20.88
			KLEIN ET510	140.00
			SCREW DRIVER	8.50
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	66.43
			JAN COOLER RENTAL	35.00
		HD SUPPLY WATERWORKS LTD	TANDEM SETTERS	376.28
			TANDEM SETTER	188.14
			PJ CTSXCTS	251.58
			SLEEVES	237.22
			SS INSERTS, CPLGS	89.26
			90 BENDS, SS INSERTS	91.80
			CPLG, SS INSERTS	147.06

000017

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SLEEVE, RETAINERS	261.04
		MO STATE AGENCY FOR SURPLUS	TOOLS	180.00
			CLIPBOARDS	12.00
			SURGE PROTECTORS	50.00
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	22.80
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	21.81
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	20.30
			WATER DEPT FLOOR MATS	6.45
		BLUE SPRINGS WINWATER COMPANY	BRASS NIPPLES	94.50
			TOTAL:	5,862.78
NON-DEPARTMENTAL	Sewer Fund	CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS	4.00
			TOTAL:	4.00
Sewer	Sewer Fund	MCDUFFEY LAB	E COLI ANALYSIS	35.00
		RIBACK SUPPLY CO	PVC PIPE, COUP	554.70
			RECPRS BLADES	26.74
		EZARD'S	GALV HEX BUSHINGS	9.98
			FASTENERS	4.92
			KY BLUEGRASS BLEND	21.98
			TRAILER BALL, HITCH	21.48
		RP LUMBER INC	5/16 PROOF COIL CHAINS	239.98
		FLEET ONE	SEWER FUEL	297.49
			SEWER FUEL	490.90
		GB MAINTENANCE SUPPLY	CUPS, SCRUBS	41.06
		SIEMENS WATER TECH CORP	ODOR CONTROL	1,750.00
		TALLMAN COMPANY	PVC GLUE	41.67
			PVC GLUE	83.34
			WET-SET CEMENT	102.06-
		MO RURAL WATER ASSC	2013 MEMBERSHIP DUES	551.93
		MUNICIPAL EQUIPMENT CO	RELAYS	671.25
			START RELAYS	340.61
		O'REILLY AUTOMOTIVE STORES INC	MEGACRIMPS, HYD HOSE	37.59
		OFFICE BUSINESS EQUIPMENT	RICOH 2022 REPAIR	31.50
		LAKE SUN LEADER 81525 & 1586450	MACE RD SEWER EXT. BIDS	234.00
		CONSOLIDATED ELECTRICAL DISTR, INC	SCR-DRVR, CRIMP TOOL, TAPE	133.07
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	66.44
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	36,646.24
			TREATMENT PLANT EXPANSION	1,957.00
		CAMDENTON LAWN & GARDEN CENTER	STRAW	60.50
		DAM STEEL SUPPLY	PIPE	69.30
		APAC MO INC	1" CLEAN	418.36
		JCI INDUSTRIES INC	PUMP REPAIR S/N0009638	1,830.20
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	37.04
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	37.04
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	37.04
			SEWER DEPT FLOOR MATS	6.45
			TOTAL:	46,695.64
Ambulance	Ambulance Fund	WALMART COMMUNITY/GEGRB	PAINTERS PENS	4.88
		FLEET ONE	AMB FUEL	60.84
		LAKE REGIONAL HEALTH SYSTEM	CPR CARDS	12.00

000018

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEDRICK MOTIV WERKS LLC	CHG TIRES SUMMER TO WINTER	36.75
		PMI SUPPLY, INC	MEDICAL SUPPLIES	731.87
			MEDICAL SUPPLIES	235.00
		AUTO ELECTRIC SALES/GPS ZONE	COMPUTER MOUNTING BRACKET	32.62
		THE MAN STORE	UNIFORMS	<u>1,196.41</u>
			TOTAL:	2,310.37
Lee C. Fine Airport	Lee C. Fine Airpor	MEEKS BUILDING CENTER	GROVE SDG, SPF, TREATED, B	204.96
		FLEET ONE	LCF FUEL	57.12
			LCF CAR WASH	4.00
			LCF FUEL	55.28
			LCF CAR WASH	0.00
		EZARD'S	KEYS, TERMNL FML	5.97
			CONDUIT	<u>2.99</u>
			TOTAL:	330.32
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY/GEGRB	ROASTER OVEN	19.94
		FLEET ONE	GG FUEL	0.00
			GG FUEL	0.00
		O'REILLY AUTOMOTIVE STORES INC	CARB & FUEL CLEANER	<u>14.97</u>
			TOTAL:	34.91

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

10	General Fund	42,318.03
20	Transportation	70,750.95
30	Water Fund	5,866.78
35	Sewer Fund	46,699.64
40	Ambulance Fund	2,310.37
45	Lee C. Fine Airport Fund	330.32
47	Grand Glaize Airport Fund	34.91
GRAND TOTAL:		168,311.00

✓4436

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



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

LIQUOR LICENSE APPLICATION

Date of Application: 1/14/13 Date Application Received: _____

Trade Name of Establishment: Wobbly Boots Roadhouse

Mailing Address: 1232 Jeffries Road Osage Beach, MO 65065

Applicant Name: Wobbly Boots LLC Mark Barrett
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

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

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.
Mardi Gras Pub Crawl Wobbly Boots Tent in parking lot 12pm to 1am
on 2/16/13

All renewal applications must be received by May 1st.



Memo from City Administrator

A handwritten signature in cursive script, appearing to read "Nancy", is written in black ink to the right of the memo title.

Date: January 30, 2013
To: Mayor and Board of Aldermen
Re: PACE/Missouri Solar Applications

At our last Board Meeting, representatives from Missouri Solar Applications made a presentation, hoping to have the Board adopt an ordinance to join Missouri Clean Energy District (MCED). After hearing the presentation, and reviewing information submitted by staff, several Aldermen indicated they had questions. The Board was asked to send any questions to me by Friday, January 25th. I received questions from Alderman Olivarri, and Alderman Kahrs indicated he agreed with those questions, and an e-mail from Alderman Schmitt just stating his observation (which is attached). I forwarded the questions to Ms. Durgan on Monday, January 28th, and received answers from David Pickerill of the MCED on Tuesday, January 29th. The questions and answers are attached.

In addition, at the Board Meeting Alderman Kahrs requested that staff check with Missouri Municipal League (MML) to see if they had a position on this. City Attorney spoke with Richard Sheets of MML, who indicated that they did not have a position on PACE.

Staff will await further direction from the Board as to whether or not to prepare an ordinance to join MCED as is being requested by PACE, or if they require any further information.

Copy:
City Attorney
City Clerk

Attachments

Nancy Viselli

From: David <dpickerill@mced.mo.gov>
Sent: Tuesday, January 29, 2013 10:06 AM
To: Nancy Viselli
Cc: Vaughn Prost; John Harris; emily@mosolarapps.com
Subject: Response to your PACE questions to Vaughn Prost

Nancy,

Vaughn Prost forwarded your questions to me for a response. Your questions and my response are below. If any of these responses are not responsive, or if you have other questions, please call me at (866) 554-4083 or the number below.

Who establishes the interest rate for the individual business loans and please provide the guidelines for those rates? The Board of Directors sets the rate at the time the project financing is approved and the property owner signs the assessment contract. The rate is based on the interest the District pays to its lender. Once the project has been funded, the rate is locked for the full term of the loan.

Are the applications fees available in a published schedule and what are they? The application fees are published on the web site of the program administrator and can be found at www.moceflc.com. Currently, the application fee is the greater of \$250 or 1% of the project cost.

Please provide sample reports required to be provided by the Program Administrator to local communities "as stated by the statute". We have not funded any projects at this time, so the format of the report has not been set. The statute provides specific guidance on the content of the report.

What are the state and/or federal requirements to be a "Green Community" and/or obligations? The only requirement for being a "Green Community" is the adoption of an ordinance. I can provide a specimen ordinance. We recommend adoption for possible future benefits such as federal tax credits.

Does the business owner select their own contractor and/or energy replacement product or does Mo Solar Apps provide a list of approved contractors/energy systems? The property owner selects their contractor. However, the District requires contractors to complete an application and file a certificate of insurance with the program administrator.

You stated no loans have been made to date. Have there been any applications? We have received several applications which are being reviewed.

David Pickerill
Missouri Clean Energy District
930 Kehrs Mill Road - Suite 322
Ballwin, MO 63011
(314) 769-8300
dpickerill@mced.mo.gov

Nancy Viselli

From: Ron Schmitt
Sent: Friday, January 25, 2013 9:53 AM
To: Nancy Viselli; Nancy Viselli
Subject: RE: Questions Re: PACE

Nancy, I have no particular questions at this time; but, I do have an observation to make: and that is that, based on the presentation made and material provided by the Missouri Solar reps, their request could have been made by any energy saving commercial as I understand it. Further, I feel that it is in the best interest of our cities commercial establishments to provide them with the opportunity to evaluate the PACE program for themselves and decide to participate or not.
Ron

-----Original Message-----

From: Nancy Viselli
Sent: Fri 1/18/2013 11:49 AM
To: Penny Lyons; Ron Schmitt; Ron Schmitt (schmitt3@charter.net); Steven Kahrs (fishery@usmo.com); John Olivarri; cjoliv@att.net; Kevin Rucker; Kevin Rucker; Lois Farmer; Fred Catcott; catcottf@onemain.com
Cc: Edward Rucker
Subject: Questions Re: PACE

During last night's meeting, following the presentation by Missouri Solar Applications, it was left that Aldermen would submit any questions that were not answered last night to me for follow up. Once I have your questions, I will forward them to Mr. Prost or Ms. Durgan and provide the answers at our next meeting.

If you could have these to me by Friday, January 25th, that would be great.

Thanks!

Nancy Viselli

City Administrator

1000 City Parkway

Osage Beach, MO 65065

Email: nviselli@osagebeach.org

Phone: 573-302-2000 Ext. 254

Fax: 573-302-2009

Nancy Viselli

From: Edward Rucker
Sent: Monday, January 28, 2013 2:00 PM
To: Nancy Viselli
Subject: RE:

MML does not have a position on Pace according to Richard Sheets.

Edward B. Rucker
City Attorney
City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
573-302-2000 Ext. 398
816-686-4955 Cell
573-302-2009 (FAX)
erucker@osagebeach.org

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From: Nancy Viselli
Sent: Monday, January 28, 2013 1:54 PM
To: Edward Rucker
Subject:

Did you say MML did or did not have any official position on PACE?



Memo from Mayor

Date: February 1, 2013
To: Board of Aldermen
Re: Key Largo Intersection/Extension of Osage Beach Parkway to Y Road

At the Board Meeting on January 17, 2013, the Board requested that the above-noted subject matter be placed on the February 7, 2013 agenda for further discussion.

Since that time, the City Administrator, City Engineer and I discussed the matter further with David Silvester of MoDOT. David Silvester indicated he had met with Senator Kehoe and Senator Dan Brown to review this situation.

Mr. Silvester has now verbally offered to the City the same option that the Board requested in our letter to him dated October 19, 2012 (copy attached). MoDOT is willing to extend Osage Beach Parkway with the City's portion being one-third of the cost. Some of the cost associated with this extension can be "in kind"; in other words, should the City be able to obtain some of the right-of-way at no cost to MoDOT this would offset our portion accordingly. This extension was NEVER part of any of the original design of the Expressway; however, as discussed previously, this would allow traffic movement in a westerly direction, as well as providing safe access to the Veterans Clinic, which they have indicated to MoDOT that they would prefer.

If the City is interested in this offer, we should commit as soon as possible in order to secure the 2014 funds from their cost share program as well as their district funds. MoDOT's Cost Share Committee will be meeting soon and our request would need to be considered or the project might be further delayed.

In addition, MoDOT has once again offered to design and build other options as presented to the Board (i.e., a slip ramp with a roundabout or a slip ramp without a roundabout at a 50/50 cost share). As stated in their December 26, 2012 letter they feel that the modifications made to this intersection addressed the original safety concerns.

We have received responses from Senator Kehoe (just received his today), Senator Brown and Representative Miller (copies attached), but to date have not heard back from Governor Nixon or Representative Hoskins. As you will note, Senator Kehoe thinks what they have presented to us is “both reasonable and fair”.

I would like to encourage the Board to formally accept the offer at our Board Meeting on February 7, 2013 for the extension of Osage Beach Parkway to Y Road, which would allow westerly traffic movement, remove a “dead end” from the west side of our City (as Mr. Beeler mentioned at the last meeting, we need traffic to be able to go west), and improve safety for our Veterans.

Once this extension is completed, we could reassess the traffic flow in the area and apply to MoDOT in the future for a cost share project to improve the exit at Key Largo as mentioned previously if the Board feels it is necessary.

One final comment, in a previous discussion with MoDOT, they indicated that should we extend Osage Beach Parkway to Y Road, they would allow the City to place appropriate logo signage at that exit directing traffic to the west side of our City.

**Copy:
City Administrator
City Engineer
City Attorney**



1000 City Parkway • Osage Beach, MO 65065
City Hall [573] 302-2000 • Fax [573] 302-2009

October 19, 2012

Mr. David T. Silvester, P.E.
District Engineer – Central District
Missouri Department of Transportation
1511 Missouri Blvd., P. O. Box 718
Jefferson City, MO 65102

Dear David:

I would like to start by saying that once again the City of Osage Beach sincerely appreciates MoDOT's efforts to resolve the traffic issues at the west end of our City.

At last night's meeting, Bob Lynch presented the newest option of the slip ramp with the roundabout. The City Engineer also prepared a summary of the four options on the table – the slip ramp with a roundabout, the slip ramp without a roundabout, the outer road to Route Y and an interchange at Key Largo which he distributed to the Board. He also included the estimated cost of each, the City's portion of the estimated cost of each, and the estimated time to complete each.

After much discussion, the Board requested that Bob Lynch seek approval for both the slip ramp WITH the roundabout AND the outer road to Route Y and asked if MoDOT would cost share the slip ramp at 50/50 and the outer road at one-third for the City and the other two-thirds for MoDOT as originally offered. According to estimated figures, the cost to the City to do both, if MoDOT agreed to the cost share as noted above, would be \$1,414,500, and MoDOT's share would be \$2,437,500.

The Board asked Bob Lynch to seek approval for this option and Bob requested that the City put this request in writing. If MoDOT concurs, we could then proceed to enter into a formal agreement to this effect.

Please contact me and/or the City Engineer or City Administrator in order to move forward with this as quickly as possible.

Sincerely,



Penny Lyons
Mayor

Copy: Board of Aldermen
City Administrator
City Engineer
City Attorney



000027

CAPITOL OFFICE

STATE CAPITOL, ROOM 220

JEFFERSON CITY, MO 65101

TELEPHONE (573) 751-2076

FAX (573) 751-2582

TDD: (573) 751-3969

E-MAIL: MIKE.KEHOE@SENATE.MO.GOV

MISSOURI SENATE

JEFFERSON CITY

MIKE KEHOE
6TH DISTRICT

COMMITTEES

ADMINISTRATION

APPROPRIATIONS

COMMERCE, CONSUMER PROTECTION,
ENERGY & THE ENVIRONMENT - VICE CHAIR

GOVERNMENTAL ACCOUNTABILITY &
FISCAL OVERSIGHT

TRANSPORTATION & INFRASTRUCTURE - CHAIR

January 28, 2013

The Honorable Penny Lyons
Mayor of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Dear Mayor Lyons:

I just want to follow-up with you about the Key Largo/Hwy 54 area infrastructure. I have had several productive meetings with MoDOT on this issue. If you have not yet heard from MoDOT, you will soon at which time they will present you with a plan that I believe is both reasonable and fair. I appreciate your diligent efforts on behalf of you constituents, and I encourage you and others to seriously consider this resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kehoe".

Mike Kehoe

MK/ccl

RECEIVED 2/1/13

000028



DAN. BROWN
16TH DISTRICT

STATE CAPITOL, ROOM 419
JEFFERSON CITY, MO 65101
PHONE: 573-751-5713
TOLL-FREE: 1-855-217-9032
FAX: 573-751-0733
E-MAIL: DAN.BROWN@SENATE.MO.GOV
WWW.SENATE.MO.GOV/BROWN

MISSOURI SENATE
JEFFERSON CITY

COMMITTEES:
AGRICULTURE, FOOD PRODUCTION AND
OUTDOOR RESOURCES
APPROPRIATIONS
EDUCATION
VETERANS' AFFAIRS AND HEALTH, CHAIRMAN

January 23, 2013

Honorable Penny A. Lyons, Mayor
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Dear Mayor Lyons,

Thank you so much for your letters. I really appreciate you keeping me informed on the issues of Osage Beach.

I agree that the Key Largo intersection is terrible and hurts local businesses. I am meeting with MoDOT next week and this is one of the issues we will be discussing. With regards to the operation of the Joint Sewer Treatment Plant, I would be more than happy to visit with you about that issue as well.

Thank you again for keeping me updated. My office will be contacting you soon to set up a meeting so that we can discuss these issues face to face.

Sincerely,

A handwritten signature in black ink that reads "Dan Brown, Drow".

Senator Dan Brown

Received 1/25/13

000029

COMMITTEES

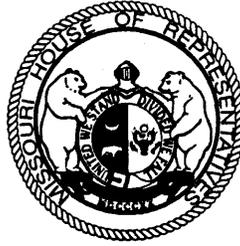
Member: Appropriations – Revenue,
Transportation and Economic
Development

Member: General Laws

Member: Tourism and Natural
Resources

Member: Utilities

CAPITOL OFFICE
State Capitol, Room 115B
201 West Capitol Avenue
Jefferson City, MO 65101-6806
Tele: 573-751-3604
Email:
Rocky.Miller@house.mo.gov



ROCKY MILLER

State Representative
District 124

January 22, 2013

Mayor Penny A. Lyons
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Response to Mayor Lyon's letter dated 1/8/2013

Mayor Lyons,

I am in receipt of your letter dated 1/8/2013. As you are aware, I have been to several meetings in which the Key Largo interchange was discussed and I'm well versed in the situation.

I will continue to push for MoDOT to fund a solution to this problem. I will keep you aware of my progress as I discuss this issue with MoDOT personnel. I will also contact you, if you or your staff can be of assistance during this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Rocky Miller".

Rocky Miller
State Representative, District 124

cc: Alderman Kevin Rucker
Alderman Ron Schmitt
Alderman Lois Farmer
Alderman Steve Kahrs
Alderman Fred Catcott
Alderman John Olivarri

Proudly Serving the Citizens of the 124th District.

RECEIVED
1/28/13

Submission Date: January 29, 2013
Submitted By: Planning Department
Board Meeting Date: February 7, 2013

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

Description of Item:

Special Use Case 362: Request for a Special Use Permit to allow extended stay rental units in a Commercial District.

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

The City of Osage Beach, Midwest Hotel and Lodging, LLC, surrounding property owners, and prospective renters of the subject property.

Why is Board Action Required?

Section 405.420 of City of Osage Beach zoning code requires a Special Use Permit for uses involving residential uses within a commercial zone.

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

Motion to approve as recommended with the following conditions:

1. Ingress and egress be limited to the Osage Beach Parkway frontage and access serving the existing use on the property. No access shall be gained from properties to the north or west without approval of the Planning Commission
2. All parking and access drives for the proposed use must be paved and constructed in conformance with City design standards at the time its constructed
3. Signage shall be in conformance with the City of Osage Beach Sign Ordinance.

Agenda Item Summary Sheet

February 7, 2013

Special Use Case 362

4. This approval does not constitute building permit approval; all other zoning and building regulations must be followed.
5. An annual review of this request will not be required.

Are there any deadlines associated with this action?

None (for City)

Department Comments:**Applicant:** Midwest Hotel and Lodging, LLC**Location:** Approximately 200 feet east of the intersection of KK and Osage Beach Parkway, on the north side of Osage Beach Parkway (Williamsburg Inn).**Petition:** Special Use Permit to allow extended stay rental units in a Commercial District.**Existing Use:** Commercial Lodging**Zoning:** C-1 General Commercial**Lot Size:** 29,993 square feet

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 General Commercial	Vacant
<u>South:</u>	C-1 General Commercial	Commercial
<u>East:</u>	C-1 General Commercial	Vacant (New KK ROW)
<u>West:</u>	C-1 General Commercial	Commercial (Zip Stop)
The Osage Beach Comprehensive Plan Designates this area as appropriate for:		Heavy Traffic Commercial

Rezoning History**Case #****Date**

Citywide

May 1984

Utilities

<u>Water:</u>	City	<u>Gas:</u>	None
<u>Electricity:</u>	Ameren	<u>Sewer:</u>	City

Access: Property has approximately 90 feet of frontage on Osage Beach Parkway

Analysis:

1. The property in question is a platted commercial tract. The property is home to the Williamsburg Inn, which offers 22 rooms for overnight stays. The request is being made by the owner of the property on behalf of prospective buyer of the property. As is somewhat common, there is a contract pending for the sale of the subject property that is contingent on this request being approved.
2. The applicants have submitted a request to convert the existing building into residential units intended for long term stay (greater than 30 days). The proposed building changes will include reformatting the existing units into apartments that will include the normal layout including a kitchen and bedroom space. These changes will be required to meet the current building codes enforced by the City of Osage Beach.
3. A Special Use Permit was approved for the Williamsburg property in 1999 that allowed the construction of two four unit apartment buildings. The approved apartments were constructed and have since been separated from the hotel property and have different owners.
4. The existing parking lot will be more than adequate for the requested change and will be in compliance with the City's off street parking requirements.
5. With this property's location fronting the Osage Beach Parkway Commercial corridor and KK, the land use character of the area is high traffic commercial. The intensity of this area will increase as vacant property to the northeast and down KK are further developed.
6. In accordance with Section 27-164 of the Osage Beach Zoning Code, residences are permitted in C-1 zones with a Special Use Permit.

High Density residential is a common use to find intermixed within commercial corridors. It is also common to see older hotel or motel facilities undergo remodel and repurposing to allow a high density residential use. In this situation a conversion of the Williamsburg Inn will provide several positives for the City and its citizens and business's. On one hand it will provide further long term rental dwelling possibilities on the west side of town where there are few while reducing the number of hotel rooms competing for occupancy. And of course it will increase the number of residents in the west side customer draw area bringing more patrons into the commercial facilities on the west side meaning grocers, restaurants, and convenience stores tend to gain from such increases in residents.

Typically, it is good practice to provide some mitigated screening between residential uses and the commercial uses on adjacent properties. In this situation the side of the building that faces the adjacent commercial property is a solid concrete block wall meaning the effect the adjoining properties will have on each other will be little if any. Staff feels that this is an acceptable use to the use for this property and should be approved with the following conditions:

1. Ingress and egress be limited to the Osage Beach Parkway frontage and access serving the existing use on the property. No access shall be gained from properties to the north or west without approval of the Planning Commission
2. All parking and access drives for the proposed use must be paved and constructed in conformance with City design standards at the time its constructed
3. Signage shall be in conformance with the City of Osage Beach Sign Ordinance.
4. This approval does not constitute building permit approval; all other zoning and building regulations must be followed.
5. An annual review of this request will not be required.

Planning Commission Recommendation:

The Planning Commission recommends approval of this request.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Planning Commission and the City Planner.



REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Midwest Hotel & Lodging, LLC Phone: (417) 894-0872

Address: 5969 Osage Beach Parkway City: Osage Beach State MO Zip: 65065

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners: William Tillman - President (417) 894-0872

2. Name of landowner's representative, if different from above: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

3. All correspondence relative to this application should be directed to whom? Justin Farrell

Address: 5750 Osage Beach Pkwy City: Osage Beach State MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): _____

Address: 5969 Osage Beach Parkway City: Osage Beach State MO Zip: 65065

The subject property is commonly known as the Williamsburg Inn.

5. Do you have a specific use proposed for this property? Yes No

Explain all uses: We are selling the property to T&L Properties, LLC. Their intended use for the property is long term residential; we must obtain special use permit per terms of contract.

6. Area of property in square feet or acres: 29,993 square feet and rectangular in shape.

7. Current zoning classification: C-1

8. Sources of utilities: Water: City of Osage Beach Gas: Gasco

Sewer: City of Osage Beach Electric: Ameren Missouri

9. Proposed zoning classification: _____

10. How long have you owned this property? 5 Years

11. Current use of property (describe all improvements): Nightly Motel Rental

12. Current use of all property adjacent to subject property: North: Commercial - Lake Regional

South: Osage Beach Parkway East: Multi Family Rental West: C-1 Convenience Store/Gas

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

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

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

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

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

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

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

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

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

Notary Information

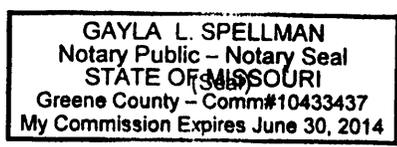
State of Missouri }
County of Camden } ss

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

Will Stett Signature Owner/Applicant: 1 Date:

Subscribed and sworn to before me on this 17th day of December, 2012

Gayla L. Spellman
Notary Public:
6/30/2014
My Commission Expires:



Person Accepting this Application:

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

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



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: T & L MORGAN PROPERTIES LLC (Tom Morgan) Phone: 573-302-0762
Address: _____ City: OSAGE BEACH State MO Zip: 65065

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

Tom Morgan

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

3. All correspondence relative to this application should be directed to whom? Tom Morgan
Address: 2361 LAKE ACRES DR. City: OSAGE BEACH State MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: _____ City: _____ State _____ Zip: _____

5. Do you have a specific use proposed for this property? Yes No

Explain all uses: APARTMENTS

6. Area of property in square feet or acres: _____

7. Current zoning classification: C1

8. Sources of utilities: Water: City Gas: propane / Summit in Roll
Sewer: City Electric: AMREN

9. Proposed zoning classification: Special use permit to R-3

10. How long have you owned this property? JAN 21ST 2013

11. Current use of property (describe all improvements): HOTEL

12. Current use of all property adjacent to subject property: North: APARTMENTS
South: C-Store East: VACANT West: C-STORE

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

END OF Lot and easement

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

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

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

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

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

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

No CHANGE

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

No Change

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

See attached letter

Notary Information

State of Missouri)
County of Camden) ss

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

T.L. Morgan Properties LLC H. T. M. — 12/18/2012
Signature Owner/Applicant: _____ Date: _____

Subscribed and sworn to before me on this 18th day of December, 20 12

Denise L. Neeley
Notary Public: _____
June 17, 2013
My Commission Expires: _____



DENISE L. NEELEY
My Commission Expires
June 17, 2013
Camden County
Commission #00101064

Person Accepting this Application: _____

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

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

Cary Patterson
Planning & Zoning Commissioner
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
Date 12/13/12

5969 Osage Beach Parkway
Osage Beach, MO 65065
T (417) 894-0872

Mr. Patterson,

This letter is to inform you that we are applying for a Special Use Permit on our property located at 5969 Osage Beach Parkway, commonly referenced as the Williamsburg Inn. We have a contract in place with T & L Properties, LLC to sell the property to them. However, in the contract, it stipulates that in order for the buyer to buy the property, a special use permit must be granted for them to utilize.

It is our understanding that this company plans on utilizing this property for long term rentals, multi-family use. However, the property is currently zoned C-1, which suited our needs of short term rentals and lodging. The company buying the property will be adding kitchens to the units and then leasing them out on a long term basis, which will match the current use of the property located behind the Williamsburg Inn, Redman Properties, LLC, which we provide ingress and egress for with our curb cut.

We feel that this will help with the current motels and hotels in operation around the Lake Area by taking away from their competition. This will also provide housing for local residents currently in the work force. We don't feel like this will have any long term effects on the current housing market, population or commercial activity associated in and around this area.

The prospective buyer is supposed to be furnishing your office, a copy of their proposed interior changes to all of the units. It is our

understanding that they will not be making any changes to the exterior of the building.

Currently, we have our on site manager living on site in our "managers quarters" which consists of a single level, one bedroom and one bathroom apartment, with a living room and full kitchen, located behind the office & lobby. Above the managers quarters, we have a single level 2 bedroom and 1 bathroom apartment that we have leased out long term in the past.

5969 Osage Beach Parkway
Osage Beach, MO 65085
T (417) 894-0872

By issuing a Special Use Permit for this property to allow long term rentals, we believe that you will be bringing the Motel portion of the property to match the surrounding properties; the property behind the motel, to the Northwest, is currently used as full time residential housing rental, multi-family; Redman Properties, LLC. Should you have any questions, comments or concerns regarding this matter, please feel free to contact our Real Estate Agent, Justin Farrell, with John Farrell Real Estate. He has all of the information regarding this Real Estate transaction.

Sincerely,



William Tillman

Managing Partner of Midwest Hotel & Lodging

000040

Mr Cary Patterson

Osage Beach Planning and Zoning

Mr. Patterson, I have recently submitted an offer to purchase The Williamsburg Inn property, the said property is located on Osage beach Parkway near the intersection of KK. The reason I am writing to you is to request a special use permit for this property. The property most recently has been operated as a hotel. My intentions would be to convert it to 22- 1 room Studio Apartments with a stove, refrigerator, and kitchen sink to be added. It is of my understanding that the hotel has always had 1- 2 bedroom manager's apartment and an additional 2 bedroom apartment above it that has been rented on a long term lease. My plan is to rent these units by the month with all utilities included. I would have all work performed by local contractors to city code, all needed building permits would be acquired.

Thanks for your consideration.

Tom Morgan

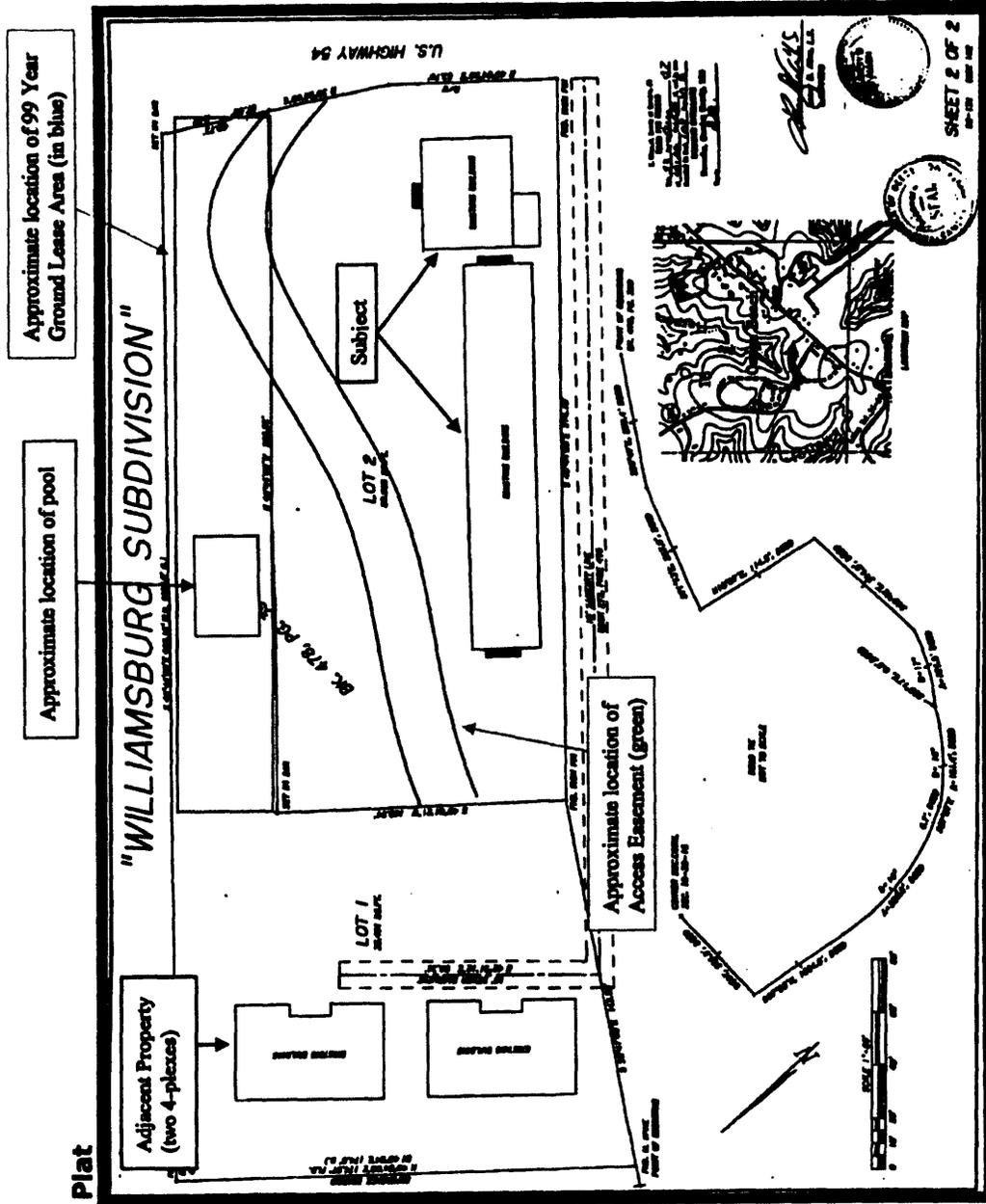
T & L Morgan Properties LLC.

Office 573-302-0762

Cell 641-990-0459

Cc Jason Whittle

THE NUSS COMPANY, L.L.C.



Approximate location of 99 Year Ground Lease Area (in blue)

Approximate location of pool

"WILLIAMSBURG SUBDIVISION"

Adjacent Property (two 4-plexes)

LOT 1

LOT 2

Subject

Approximate location of Access Easement (green)

Williamsburg Inn, 5969 Highway 54, Osage Beach, MO (#120038NC)

Submission Date: January 28, 2013
Submitted By: Human Resources Generalist
Board Meeting Date: February 7, 2013

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

Description of Item:

Bill 13-03 - Amend City Code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Section 125.050: Pay and Compensation.

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

City of Osage Beach, City of Osage Beach Employees, Pay Plan Consultant

Why is Board Action Required?

Board of Aldermen approval required for ordinance amendments.

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

Motion to approve first and second readings of Bill 13-03 - Amendments to City Code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Section 125.050: Pay and Compensation.

Are there any deadlines associated with this action?

No, however staff will begin the process of position reassessment in June.

Staff Comments and Recommendation

During the 2013 budget process staff was asked to look at reducing the pay plan expense. Currently all full time positions are reviewed once within a four year period. This frequency can be changed to once within an eight year period with little effect on employees because Section 125.050.D.1 provides for procedures for a position to be reviewed "when there has been a material, significant, and permanent change in job duties".

Bill 13-03 proposes changing the frequency that all positions are reviewed from four years to eight years.

Attached is a copy of Section 125.050.A through 125.050.F that refers to the pay plan. The following is an excerpt from this section documenting the change.

- E. *Periodic Position Review and Maintenance of Job Descriptions:* In order to ensure that jobs remain in the appropriate classification and job descriptions are relevant, the Human Resources Generalist is responsible for establishing procedures so that all positions are reviewed every ~~four~~ eight years.

City Administrator Comments and Recommendation:

As noted above, this was discussed during the budget process. Rather than do a quarter of the positions every other year, staff feels like we should evaluate an eighth of the jobs each year. This will save the City approximately \$2,500 to \$4,000 per year.

SECTION 125.050: PAY AND COMPENSATION

It is the policy of the City of Osage Beach that a Classification and Compensation System be established and maintained to provide a means to assist in recruiting, retaining, and rewarding qualified employees. The Classification and Compensation System shall seek to establish wage and salary ranges that are competitive with the labor market.

The objectives of the system are as follows:

1. To maintain pay structures that are competitive with labor markets from which employees are recruited and is reflective of the values and goals of the City.
 2. To ensure the most effective and efficient use of the City's financial resources.
 3. To provide a rational basis for making pay decisions eliminating arbitrary salary assignments, thereby establishing and ensuring internal fairness and equity.
- A. *Preparation of Plan:* The City Administrator or the person or firm employed for that purpose shall ascertain and record the duties and responsibilities for all positions in the classified service and shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the classified service defined by class specifications, including job titles. The classification shall be developed and maintained to insure that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class. Job descriptions shall reflect normal duties but shall not preclude the assignment of additional duties as best meets the needs of the City.
- B. *Maintenance of the Classification and Compensation Plan:* The Human Resources Generalist and City Administrator are responsible for implementation and maintenance of the Classification and Compensation System. These responsibilities include assessment of proposed new positions, reassessment of existing positions, preparation and maintenance of job descriptions and assignment of position titles and pay levels, and maintenance of the overall City pay structure.
- C. *Assessment of New Positions:*
1. Following approval to create a new position, the supervisor completes the Job Analysis Questionnaire (JAQ) describing the duties to be assigned to the position.
 2. The Department Manager submits the JAQ to the Human Resources Generalist and City Administrator for assessment.
 3. The Human Resources Generalist conducts an assessment of the duties and responsibilities of the position and in consultation with the City Administrator, assigns a position title and pay level.

4. The Department Manager is notified in writing of the position title and pay level.

D. *Reassessment of an Existing Position:*

1. Except in unusual circumstances, requests for reassessment may be made annually in concert with budget preparation. Each year the Human Resources Generalist will notify departments of the period within which any position reassessments must be considered. A review of a position's classification is warranted when there has been a material, significant, and permanent change in job duties. The supervisor or Department Manager is responsible for recognizing such job changes. Additionally, an employee who believes his or her job is not properly classified may request a reassessment.
2. When the supervisor and Department Manager concludes that a material, significant, and permanent change in job duties has occurred, the JAQ should be completed and sent through administrative channels to the Human Resources Generalist.
3. Upon receipt of a JAQ, an assessment of the duties and responsibilities of the position will be made. This process usually includes an interview with the employee and supervisor. Following a complete evaluation, the Human Resources Generalist in consultation with the City Administrator will determine if the job should remain as presently classified or if a new classification is appropriate. The Department Manager is notified in writing of the reassessment results.

- E. *Periodic Position Review and Maintenance of Job Descriptions:* In order to ensure that jobs remain in the appropriate classification and job descriptions are relevant, the Human Resources Generalist is responsible for establishing procedures so that all positions are reviewed every ~~four~~ eight years.

- F. *Annual Review of Pay Structure:* It is the policy of the City to pay at a level that is competitive with market rates for City positions. Through annual review of the Pay Plan, the City Administrator will recommend necessary modifications and the Board of Aldermen- may consider the need for any changes between the City's level of pay and market pay level for jobs. Modification of the Pay Plan will be based on changes in the market and the City's available resources.

The Human Resources Generalist will annually compare pay ranges established in the Pay Plan with market pay for similar jobs.

BILL NO. 13-03

ORDINANCE NO. 13.03

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 125.050 F, PAY AND COMPENSTION

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

Section 1. That Section 125.050 F of the City of Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

Section 125.050 F. Periodic Position Review and Maintenance of Job Descriptions.

In order to ensure that jobs remain in the appropriate classification and job descriptions are relevant, the Human Resources Generalist is responsible for establishing procedures so that all positions are reviewed every eight years.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 13.03 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 the above ordinance 13.03.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date:

January 24, 2013

000048

Submitted By:

City Engineer

Board Meeting Date:

February 7, 2013

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

Description of Item:

Bill 13-04 - To allow the Mayor to sign Transportation Enhancement Funds Program Agreement with the Missouri Highways and Transportation Commission for the construction of sidewalks along Osage Beach Parkway from Highway KK to Nichols Road.

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

Citizens of Osage Beach, City Staff, and Missouri Department of Transportation

Why is Board Action Required?

Board approval required for Ordinance.

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

A motion to approve first and second readings of Bill 13-04.

Are there any deadlines associated with this action?

In order to receive this funding, we need to execute this agreement.

Comments and Recommendation of Department:

This agreement provides funding for the construction of sidewalks along Osage Beach Parkway from Highway KK to Nichols Road. It is set up as 80% federal funds not to exceed \$354,242. This agreement is setup for 20% local match

The Engineering Department recommends approval and first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-04

ORDINANCE NO. 13.04

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT

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 agreement with the Missouri Highways and Transportation Commission for the Transportation Enhancement Funds Program Agreement for the construction of a sidewalk between Grand Rally Plaza and 450 feet past the State Route KK Intersection.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission Cost Apportionment Agreement 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 the above Ordinance No. 13.04 was duly passed on _____, 2013 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 13.04.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO Form: FS12
Approved: 04/95 (MGB)
Revised: 06/12 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP – 9900(596)
Award Year: 2013
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENT FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Osage Beach (hereinafter, "City").

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §101, §104 and §133, funds to be used for transportation enhancement activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancement funds which are the subject of this Agreement are for the project at the following location:

Phase III is a 5,461, 5 ft. wide, concrete pedestrian sidewalk project in Osage Beach on the west side. It will be designed to begin at Grand Rally Plaza and end at McDonald's (450 linear feet past the State Rte. KK intersection).

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not

meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this

Agreement, the City agrees as follows:

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

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and

carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. [However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.]

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalks or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The

Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$354,242. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs.

(18) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(19) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(20) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this

project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(21) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(23) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(24) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

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

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

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit B – Project Schedule

Project Description:

Phase III is a 5,461 linear feet, 5 foot wide, concrete pedestrian sidewalk project in Osage Beach on the west side. It will be designed to begin at Grand Rally Plaza and end at McDonald's (450 If past the State Rte. KK intersection). At Grand Rally Plaza, the sidewalk will travel 300 If west on Osage Beach Pkwy encompassing the south side of Osage Beach Pkwy to Arby's, at Arby's the sidewalk will then encompass both sides of Osage Beach Pkwy to the Nichols Rd intersection, continuing from the Nichols Rd intersection on the north side of Osage Beach Pkwy.

Task	Date
Date funding is made available or allocated to recipient	1/23/2013
Solicitation for Professional Engineering Services (advertised)	2/1/2013
Engineering Services Contract Approved	4/1/2013
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	10/1/2013
Plans, Specifications & Estimate (PS&E) Submittal	2/1/2014
Plans, Specifications & Estimate (PS&E) Approval	3/1/2014
Advertisement for Letting	4/1/2014
Bid Opening	5/1/2014
Construction Contract Award or Planning Study completed (REQUIRED)	6/1/2014

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Submission Date: January 29, 2013
Submitted By: Mayor Lyons
Board Meeting Date: February 7, 2013

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

Description of Item:

Bill 13-05 – Amending Section 115.410 – Evaluation of Certain Appointed Officials

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

Appointed Officials

Why is Board Action Required?

Board action required to approve ordinances.

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

Motion to approve first and second readings of Bill 13-05.

Are there any deadlines associated with this action?

No; however, evaluations of Appointed Officials are due March 1st of each year and if changes are to be made, it would be beneficial to make them prior to March 1st.

Comments and Recommendation of Mayor:

On July 19, 2012, I sent a memorandum to the Board requesting input on suggested changes to Section 115.410. In early January, I asked the Board for input. Based on the comments I have received, I believe this change will improve the evaluation process of Appointed Officials. The proposed language is shown on the attached ordinance. Request first and second readings of Bill 13-05.

BILL NO. 13-05

ORDINANCE NO. 13.05

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 115.410 EVALUATION OF CERTAIN APPOINTED OFFICIALS

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

Section 1. That Section 115.410 of the City of Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

Section 115.410.

The Mayor will complete the performance evaluation of the City Administrator, and shall have equal input with the City Administrator in evaluating the following appointed officials: City Clerk, Chief of Police, Building Official, City Planner, Zoning Administrator, City Engineer, City Treasurer and City Attorney. The Board will have an opportunity to submit their comments prior to the completion of all evaluations.

Section 2. Severability

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 13.05 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 the above ordinance 13.05.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: January 28, 2013

Submitted By: City Attorney

Board Meeting Date: February 7, 2013

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

Description of Item:

Bill 13-06 – Enacting Section 210.233 – Code of Ordinances – Entitled Funeral Protests Prohibited.

On September 3, 2009, acting upon my advice and under threat of legal action from the American Civil Liberties Union, the Board of Aldermen voted to repeal our local ordinance designed to protect funerals from disruptive protests. See Osage Beach Ordinance 2009-45 adopted September 3, 2009.

At that time I promised to monitor the issue and notify you if the position of the Eighth Circuit Court of Appeals changed as to these ordinances. In *Phelps–Roper v. City of Manchester*, 697 F.3d 698, (8th Cir. 2012) (en banc) decided on Tuesday October 16, 2012 the court upheld as constitutional a similar ordinance from the City of Manchester, Missouri. A copy of that opinion is attached.

Rule 13.1 of the Rules of the Supreme Court of the United States provides that petition of a Writ of Certiorari be filed within 90 days of the decision sought to be reviewed. Those 90 days have expired. On Friday January 25, 2013 the clerk's office indicated that they did not have a petition for a Writ of Certiorari from the plaintiff. The opinion can be considered final.

The proposed ordinance is a copy of the approved language protecting funerals from protesters as it appears in the ordinance of the City of Manchester.

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

City residents, veterans, churches and the police department.

Why is Board Action Required?

Board action is required to adopt an ordinance.

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

Request first and second reading of Bill 13-06.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

Bill 13-06 is the only language which has passed a legal challenge and was upheld, which protects funerals from protests and disruption. It is a reasonable restriction on time and place and an attempt to balance the rights of free speech with the rights of families and friends for a dignified and solemn memorial for their loved one.

City Administrator Comments and Recommendation:

Request the Board approve Bill 13-06.

BILL NO. 13-06

ORDINANCE NO. 13.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ENACTING SECTION 210.233 CODE OF ORDINANCES, ENTITLED FUNERAL PROTESTS PROHIBITED, WHEN -- CITATION OF LAW -- DEFINITION

WHEREAS, following picketing of the funerals of members of the military killed serving the United States in the wars in Iraq and Afghanistan many states and cities throughout the United States enacted restrictions against picketing activities at funerals; and

WHEREAS, certain individuals or organizations, for reasons of their own, chose to challenge the constitutionality of the restrictions against picketing at Funerals; and

WHEREAS, the public policy of the United States and the generous protections of our Constitution highly value freedom of speech, even that speech which is almost universally reviled, is founded in bitterness, hate or a shocking disregard for the privacy and compassion to which mourners are humanely entitled, or other selfish and provocative forms of expression which sorely test the bounds of the privilege and protection we afford; and

WHEREAS, the Eighth Circuit Court of Appeals has ruled in the case of Phelps-Roper v. City of Manchester, 697 F.3d 678 (8th Cir. 2012)(en banc) that the Funeral Protest Ordinance adopted by the City of Manchester was a valid exercise of the police power; and

WHEREAS, the Eighth Circuit Court of Appeals has more specifically stated:

We conclude that Manchester's ordinance is content neutral. A person may be regulated under the ordinance for disrupting or attempting to disrupt a funeral or burial service with speech concerning any topic or viewpoint. The ordinance makes "no reference to the content of the speech" and is only a "regulation of the places where some speech may occur." Hill, 530 U.S. at 719-20, 120 S.Ct. 2480.

And further stated that

We conclude that mourners attending a funeral or burial share a privacy interest analogous to those which the Supreme Court has recognized for individuals in their homes, Frisby, 487 U.S. at 484-85, 108 S.Ct. 2495, and for patients entering a medical facility, Hill, 530 U.S. at 717, 120 S.Ct. 2480; Madsen, 512 U.S. at 767-68, 114 S.Ct. 2516. Mourners have a similarly "significant and legitimate" interest in avoiding "potential trauma" when attending a funeral or burial. Hill, 530 U.S. at 725, 715, 120 S.Ct. 2480. A government can restrict residential picketing without offending the First Amendment because it leaves homeowners "with no ready means of avoiding the unwanted speech." Frisby, 487 U.S. at 487, 108 S.Ct. 2495.

And further that

We conclude that Manchester's ordinance is narrowly tailored and leaves open ample alternative channels for communication. The ordinance does not limit speakers or picketers in any manner apart from a short time and narrow space buffer zone around a funeral or burial service.; and

WHEREAS, pursuant to Supreme Court Rule 13 a Petition for a Writ of Certiorari must be filed within ninety days of the decision sought to be reviewed and ninety days have elapsed since the date of the opinion on October 16, 2012 and the Office of the Clerk on the Supreme Court reports that no such petition has been received thus leaving the decision in *City of Manchester* the law in the Eighth Circuit, and the City of Osage Beach Missouri is located within the Eighth Circuit; and

WHEREAS, this ordinance is narrowly tailored and based on the approved language used by the City of Manchester:

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN THAT

Section 1. A new Section to be numbered 210.223, is hereby enacted as follows:

SECTION 210.223: FUNERAL PROTESTS PROHIBITED, WHEN

A. Every citizen may freely speak, write and publish the person's sentiments on all subjects, being responsible for the abuse of the right, but no person shall picket or engage in other protest activities, nor shall any association or corporation cause picketing or other protest activities to occur within three hundred (300) feet of any residence, cemetery, funeral home, church, synagogue, or other establishment during or within one (1) hour before or one (1) hour after the conducting of any actual funeral or burial service at that place.

B. As used in this Section, "*other protest activities*" means any action that is disruptive or undertaken to disrupt or disturb a funeral or burial service.

C. As used in this Section, "*funeral*" and "*burial service*" mean the ceremonies and memorial services held in conjunction with the burial or cremation of the dead, but this Section does not apply to processions while they are in transit beyond any three hundred (300) foot zone that is established under Subsection (A) above.

Section 2 Severability

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

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

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

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

READ FIRST TIME: _____; READ SECOND TIME _____;

I hereby certify that Ordinance 13.06 was duly passed on _____, 2013 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 13.06.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: February 1, 2013
Submitted By: City Attorney
Board Meeting Date: February 7, 2013

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

Description of Item:

Bill 13-07 - Reestablishes the utility franchise tax. The Missouri Public Service Commission has permitted the Union Electric Company d/b/a Ameren Missouri a rate increase in excess of seven percent (7%). Section 393.275 of the Revised Statutes of Missouri requires that the City reenact its utility franchise tax to maintain the same tax rate in instances where the increase in the utility tariff exceeds seven percent (7%). The Board considers this action each time we are affected by a rate increase in excess of seven percent (7%). This ordinance also readopts the language in section 635.015 prohibiting automatic adjustment but it is legally safer to repeal and reenact both ordinances.

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

City residents and businesses using Ameren utility services, Ameren Missouri and the City.

Why is Board Action Required?

Board action is required to adopt an ordinance.

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

Request first and second readings of Bill 13-07.

Are there any deadlines associated with this action?

Yes. Section 393.275 Revised Statutes of Missouri requires that the reenactment of the utility franchise tax must be accomplished within 60 days of the rate increase. The rate increase was granted on December 12, 2012 and this ordinance should be adopted by February 9, 2013.

Comments and Recommendation of Department:

Recommend the adoption of this ordinance.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 13-07

ORDINANCE NO. 13.07

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 635.010 AND SECTION 635.015 OF THE OSAGE BEACH CODE OF ORDINANCES AND REENACTING A NEW SECTIONS 635.010 AND 635.015 ON THE SAME SUBJECT TO COMPLY WITH THE PROVISIONS OF SECTION 393.275 OF THE REVISED STATUTES OF MISSOURI.

WHEREAS, Missouri Public Service Commission has permitted the Union Electric Company d/b/a Ameren Missouri a rate increase in excess of seven percent (7%); and

WHEREAS, Section 393.275 of the Revised Statutes of Missouri permits the City to maintain the same tax rate if the tax rate is reenacted by the Board of Aldermen.

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

Section 1. Repeal of Ordinances.

That Sections 635.010 and 635.015 of the Osage Beach Code of Ordinances are hereby repealed in their entirety and new Sections 635.010 and 635.015 are hereby enacted in their place to read as follows:

Section 635.010: UTILITY TAX ENACTED

Every person, firm or corporation, now and hereinafter engaged in the business of supplying or furnishing electricity, electrical power and electrical service for compensation for any purpose in the City of Osage Beach, Missouri, shall pay to said City as a license or occupational tax a sum equal to five percent (5%) of the gross receipts derived from the operation of such business within said City.

Section 635.015 PROHIBITING AUTOMATIC ADJUSTMENTS IN SECTION 635.010.

Pursuant to Section 393.275 of the Revised Statutes of Missouri, the City shall maintain the tax rate of its business license taxes on the gross receipts of the electric utilities operating within the City including Union Electric Company d/b/a Ameren Missouri, without any change notwithstanding any periodic fluctuations in the tariffs of such utility corporations or any notice thereof including notice provided by Section 393.275 Revised Statutes of Missouri.

Section 2. Severability.

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

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

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

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

READ FIRST TIME: _____:READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 13.07 was duly passed on _____, 2013 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. 13.07.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: January 16, 2013

Submitted By: City Engineer

Board Meeting Date: February 7, 2013

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

Description of Item:

Motion to approve placing a street light on the newly reconstructed portion of Nichols Road formerly known as Old State Park Road approximately 200 feet northwest of the lower entrance of Walk on Water Faith Church.

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

Residents, land owners, park visitors, city staff

Why is Board Action Required?

Board action is required pursuant to §510.200 of the Osage Beach Municipal Code.

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

Approval to place a street light on Nichols Road

Are there any deadlines associated with this action?

The land owners have been working on having a street light placed.

Comments and Recommendation of Department Head:

The appropriate documents have been submitted. Property owners wish for the City to place a street light on Nichols Road.

A street light at the requested location on Nichols Road is acceptable to the Engineering Department. It meets the standards as set forth in the Osage Beach Design Guidelines. We have talked with Ameren about placing a street light on their pole and they are acceptable with this. Ameren will maintain the street light. The City will just be paying the bill for this street light.

We recommend approval of the street light.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

Submission Date: January 30, 2013

Submitted By: City Engineer

Board Meeting Date: February 7, 2013

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

Description of Item:

Award the proposed Construction Contract No. OB12-014 for the Mace Road Sewer Extension project

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?

This sewer extension project needs to be completed as soon as possible to remove residences off of Lake Ozark's sewer system to our sewer system.

Comments and Recommendation of Department:

Bids were opened on January 29, 2013. The Bid Abstract is attached. Temmen Excavating is the apparent low bidder. We have contacted references. All the references were good.

This project will remove residences within City Limits off of Lake Ozark's sewer system and re-route the sewer line to Osage Beach's sewer system.

Funding for this project can be obtained from 35-00-773208 Mace Road with a budget balance of \$220,000. The Engineering Department recommends awarding the project to Temmen Excavating in the amount of \$128,933.10.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BID OPENING

000087

Mace Road Sewer Extension Project

January 29, 2013

10:00 a.m.

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

Bidder Name	Amount of Bid
Keystone Excavating, LLC	\$205,502.25
Temman Excavating	\$128,933.10
Travis Hodge Hauling, LLC	\$147,273.54
Hutchins Telecom, LLC	\$169,470.70
Stockman Construction Group	\$211,168.10
Four Seasons Plumbing	\$133,975.00
Sterling Excavation Inc.	\$194,106.00
Excel Excavating	\$175,131.00
Cooper Siteworks Inc	\$168,721.55
APAC Missouri Inc	\$199,132.41
JC Industries Inc.	\$167,680.30
Ed Laubinger Excavating	\$221,705.00
Midstate Pipeline Maintenance, LLC	\$161,329.00
M & M Utilities, LLC	\$181,533.05
Lamke Trenching & Excavating Inc.	\$292,911.37

BID TABULATION
Mace Road Sewer Extension
0812-014

Bid Opening: January 29, 2013

Item No.	Description	Est. Quantity	Unit	Engineer's Estimate		Terment Excavating Jefferson City, MO		Four Season Plumbing Orange Beach, MO		Trade Hodges Healing LLC Lake Ozark, MO		Mid-States Pipeline Maint. LLC Bell, MO		J.C. Industries Inc. Jefferson City, MO		Cooper Structures Inc. Lake Ozark, MO		Hitchcock Telecom, LLC Bell, MO			
				Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure
1	Air Release Valve (Complete)	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 1,428.00	\$ 2,856.00	\$ 2,480.00	\$ 4,960.00	\$ 2,500.00	\$ 5,000.00	\$ 2,800.00	\$ 5,600.00	\$ 4,000.00	\$ 8,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,100.00	\$ 6,200.00		
2	Connection to Force Main	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,018.00	\$ 2,018.00	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 1,400.00	\$ 1,400.00	\$ 2,400.00	\$ 2,400.00	\$ 1,900.00	\$ 1,900.00		
3	8 in. Gravity Sewer Line	44.5	LF	\$ 40.00	\$ 1,780.00	\$ 20.82	\$ 9,263.40	\$ 22.92	\$ 10,106.40	\$ 35.00	\$ 1,567.50	\$ 26.00	\$ 1,162.00	\$ 25.00	\$ 1,112.50	\$ 47.00	\$ 2,091.50	\$ 35.00	\$ 1,567.50	\$ 40.00	\$ 1,780.00
4	2.5 in. Pressure Sewer Line	1510	LF	\$ 25.00	\$ 37,750.00	\$ 12.88	\$ 19,448.80	\$ 8.61	\$ 13,001.10	\$ 20.00	\$ 30,200.00	\$ 16.00	\$ 24,160.00	\$ 16.00	\$ 24,160.00	\$ 2.88	\$ 4,272.00	\$ 3.00	\$ 4,320.00	\$ 25.00	\$ 37,750.00
5	Standard 48-in. Dia. Manhole-Depth under 6 feet	6	EA	\$ 3,200.00	\$ 19,200.00	\$ 1,734.00	\$ 10,404.00	\$ 1,465.00	\$ 8,790.00	\$ 2,500.00	\$ 15,000.00	\$ 1,650.00	\$ 9,900.00	\$ 1,650.00	\$ 9,900.00	\$ 2,286.00	\$ 13,716.00	\$ 1,857.00	\$ 11,142.00	\$ 1,525.00	\$ 9,150.00
6	Recent Standard 48-in. Dia. Manhole	2	EA	\$ 1,900.00	\$ 3,800.00	\$ 853.00	\$ 1,706.00	\$ 1,625.00	\$ 3,250.00	\$ 5,000.00	\$ 5,000.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 1,450.00	\$ 2,900.00	\$ 1,800.00	\$ 3,600.00	\$ 1,475.00	\$ 2,950.00	
7	Asphaltic Pavement Repair	10	LF	\$ 50.00	\$ 500.00	\$ 110.00	\$ 1,100.00	\$ 286.50	\$ 2,865.00	\$ 70.00	\$ 700.00	\$ 200.00	\$ 2,000.00	\$ 38.00	\$ 380.00	\$ 60.00	\$ 600.00	\$ 165.00	\$ 1,650.00	\$ 60.00	\$ 600.00
8	Seeding, Fertilizing, and Mulching	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 28,375.00	\$ 28,375.00	\$ 2,860.00	\$ 2,860.00	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 4,950.00	\$ 4,950.00	\$ 5,625.00	\$ 5,625.00	\$ 5,100.00	\$ 5,100.00
9	Duplex Grinder Station #1 (Complete)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 28,375.00	\$ 28,375.00	\$ 30,270.00	\$ 30,270.00	\$ 28,017.00	\$ 28,017.00	\$ 29,500.00	\$ 29,500.00	\$ 35,000.00	\$ 35,000.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	\$ 31,000.00	\$ 31,000.00
10	Duplex Grinder Station #2 (Complete)	1	LS	\$ 48,000.00	\$ 48,000.00	\$ 29,400.00	\$ 29,400.00	\$ 28,800.00	\$ 28,800.00	\$ 24,832.00	\$ 24,832.00	\$ 38,000.00	\$ 38,000.00	\$ 40,000.00	\$ 40,000.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 30,175.00	\$ 30,175.00
11	Remote Alarm Light	1	LS	\$ 800.00	\$ 800.00	\$ 440.00	\$ 440.00	\$ 1,825.00	\$ 1,825.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 47.60	\$ 47.60	\$ 77.00	\$ 77.00
12	Secondary Electric for Grinder Station #2	165	LF	\$ 15.00	\$ 2,475.00	\$ 15.30	\$ 2,524.50	\$ 30.55	\$ 5,040.75	\$ 10.00	\$ 1,650.00	\$ 38.00	\$ 6,270.00	\$ 15.40	\$ 2,541.00	\$ 47.60	\$ 7,854.00	\$ 24.35	\$ 4,017.75	\$ 27.00	\$ 4,455.00
13	Secondary Electric for Grinder Station #1	419	LF	\$ 15.00	\$ 6,285.00	\$ 15.30	\$ 6,410.70	\$ 30.55	\$ 12,800.45	\$ 15.00	\$ 6,285.00	\$ 38.00	\$ 15,922.00	\$ 38.00	\$ 15,922.00	\$ 20.90	\$ 8,757.10	\$ 24.35	\$ 10,202.65	\$ 32.00	\$ 13,408.00
14	Secondary Electric for Remote Alarm Light	419	LF	\$ 25.00	\$ 10,475.00	\$ 15.30	\$ 6,410.70	\$ 4.00	\$ 1,676.00	\$ 6.00	\$ 2,514.00	\$ 8.00	\$ 3,352.00	\$ 8.00	\$ 3,352.00	\$ 8.80	\$ 3,687.20	\$ 9.10	\$ 3,812.90	\$ 3.30	\$ 1,382.70
15	Force Account Work	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Total Bid					\$ 176,131.00		\$ 181,833.05		\$ 194,108.00		\$ 199,132.41		\$ 205,502.25		\$ 211,188.10		\$ 221,705.00		\$ 229,211.37		\$ 282,811.37

Item No.	Description	Est. Quantity	Unit	Excel Excavating Sparta, MO		MAM Utilities LLC Chillicothe, MO		Sterling Excavation & Erection, LLC Jefferson City, MO		Apex - Missouri Limb Creek, MO		Keystone Excavating Bernett, MO		Stockman Construction Corp Jefferson City, MO		Ed Lushinger Excavating St. Clair, MO		Lambie Trenching & Erection LLC McArthurville, MO 63357			
				Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure	Unit Price	Estimate Figure
1	Air Release Valve (Complete)	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 4,850.00	\$ 9,700.00	\$ 2,700.00	\$ 5,400.00	\$ 4,905.50	\$ 9,811.00	\$ 4,285.00	\$ 8,570.00	\$ 3,800.00	\$ 7,600.00	\$ 2,800.00	\$ 5,600.00	\$ 2,450.00	\$ 4,900.00		
2	Connection to Force Main	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 1,720.00	\$ 1,720.00	\$ 2,347.83	\$ 2,347.83	\$ 2,910.00	\$ 2,910.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00	\$ 3,002.38	\$ 3,002.38		
3	8 in. Gravity Sewer Line	44.5	LF	\$ 50.00	\$ 2,225.00	\$ 25.30	\$ 1,125.80	\$ 78.50	\$ 3,492.50	\$ 38.74	\$ 1,728.30	\$ 34.15	\$ 1,518.75	\$ 50.00	\$ 2,225.00	\$ 51.00	\$ 2,269.50	\$ 42.00	\$ 1,868.40	\$ 194.21	\$ 8,647.45
4	2.5 in. Pressure Sewer Line	1510	LF	\$ 25.00	\$ 37,750.00	\$ 14.40	\$ 21,744.00	\$ 28.00	\$ 39,280.00	\$ 11.93	\$ 18,014.30	\$ 30.80	\$ 46,506.00	\$ 30.80	\$ 46,506.00	\$ 25.50	\$ 38,565.00	\$ 42.00	\$ 63,420.00	\$ 38.20	\$ 57,682.00
5	Standard 48-in. Dia. Manhole-Depth under 6 feet	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,600.00	\$ 9,600.00	\$ 4,123.23	\$ 24,739.38	\$ 2,785.00	\$ 16,710.00	\$ 2,550.00	\$ 15,300.00	\$ 1,890.00	\$ 11,340.00	\$ 1,890.00	\$ 11,340.00	\$ 2,018.00	\$ 12,114.54
6	Recent Standard 48-in. Dia. Manhole	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 4,535.08	\$ 9,070.12	\$ 975.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 3,900.00	\$ 3,900.00	\$ 2,400.00	\$ 4,800.00	\$ 3,200.00	\$ 6,400.00
7	Asphaltic Pavement Repair	10	LF	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 286.59	\$ 2,865.90	\$ 100.00	\$ 1,000.00	\$ 120.00	\$ 1,200.00	\$ 60.00	\$ 600.00	\$ 80.00	\$ 800.00	\$ 187.00	\$ 1,870.00
8	Seeding, Fertilizing, and Mulching	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,025.00	\$ 4,025.00	\$ 3,308.04	\$ 3,308.04	\$ 7,685.00	\$ 7,685.00	\$ 7,400.00	\$ 7,400.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 10,258.32	\$ 10,258.32
9	Duplex Grinder Station #1 (Complete)	1	LS	\$ 38,010.00	\$ 38,010.00	\$ 46,500.00	\$ 46,500.00	\$ 32,250.00	\$ 32,250.00	\$ 43,007.64	\$ 43,007.64	\$ 39,250.00	\$ 39,250.00	\$ 39,000.00	\$ 39,000.00	\$ 48,000.00	\$ 48,000.00	\$ 45,000.00	\$ 45,000.00	\$ 43,593.00	\$ 43,593.00
10	Duplex Grinder Station #2 (Complete)	1	LS	\$ 35,087.00	\$ 35,087.00	\$ 49,750.00	\$ 49,750.00	\$ 38,000.00	\$ 38,000.00	\$ 44,518.54	\$ 44,518.54	\$ 44,125.00	\$ 44,125.00	\$ 48,125.00	\$ 48,125.00	\$ 870.00	\$ 870.00	\$ 650.00	\$ 650.00	\$ 4,147.45	\$ 4,147.45
11	Remote Alarm Light	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 850.00	\$ 850.00	\$ 500.00	\$ 500.00	\$ 635.00	\$ 635.00	\$ 635.00	\$ 635.00	\$ 25.50	\$ 25.50	\$ 12.00	\$ 12.00	\$ 4,147.45	\$ 4,147.45
12	Secondary Electric for Grinder Station #2	165	LF	\$ 10.00	\$ 1,650.00	\$ 28.50	\$ 4,702.50	\$ 28.50	\$ 4,702.50	\$ 22.90	\$ 3,778.50	\$ 10.10	\$ 1,665.50	\$ 10.10	\$ 1,665.50	\$ 23.00	\$ 3,796.50	\$ 28.00	\$ 4,620.00	\$ 37.43	\$ 6,286.15
13	Secondary Electric for Grinder Station #1	419	LF	\$ 8.00	\$ 3,352.00	\$ 12.95	\$ 5,420.05	\$ 31.00	\$ 12,989.00	\$ 21.78	\$ 9,127.34	\$ 18.00	\$ 7,542.00	\$ 18.00	\$ 7,542.00	\$ 8.40	\$ 3,538.80	\$ 4.00	\$ 1,676.00	\$ 29.50	\$ 12,385.64
14	Secondary Electric for Remote Alarm Light	419	LF	\$ 8.00	\$ 3,352.00	\$ 8.00	\$ 3,352.00	\$ 8.00	\$ 3,352.00	\$ 11.78	\$ 4,935.82	\$ 5.00	\$ 2,095.00	\$ 5.00	\$ 2,095.00	\$ 8.40	\$ 3,538.80	\$ 4.00	\$ 1,676.00	\$ 29.50	\$ 12,385.64
15	Force Account Work	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Total Bid					\$ 176,131.00		\$ 181,833.05		\$ 194,108.00		\$ 199,132.41		\$ 205,502.25		\$ 211,188.10		\$ 221,705.00		\$ 229,211.37		\$ 282,811.37