



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](http://www.osagebeach.org)

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
June 6, 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 05/16/2013 (Page 01)
- Bills List (Page 06)
- Liquor Licenses Renewals (Page 20)

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

- A. Public Hearing. Special Use Case No. 364. Request for s Special Use Permit to Allow Extended Stay Rental Duplex Units in a C-1 Commercial District (Page 21)
- B. Public Hearing. Rezoning Case No. 365. Allen Scott Requests Rezoning from A-1, Agriculture to I-1, Light Industrial. (Page 33)
- C. Approve Findings of Fact for Special Use Case No. 364 (Page 21)
- D. Vote on Special Use Case No. 264 (Page 21)
- E. Bill No. 13-33. Zoning Map Amendment. Rezoning Case No. 365. First Reading (Page 36)
- F. Bill No. 13-18. Regulating Parking within a Fire or Emergency Services Lane. First Reading (Page 41)
- G. Bill No. 13-31. Authorize Contract with K.W. Luetkemeyer Painting and Wall Covering for Pavement Markings Project. First and Second Readings (Page 46)
- H. Bill No. 13-32. Amendment to Acceptance of Street Lights into the Public Street System. First Reading (Page 51)
- I. Preliminary Plat Approval for Blue Harbor Commercial Second Amended Plat. (Page 58)
- J. Bill No. 13-34. Final Plat of Blue Harbor Commercial Second Amended Plat. First and Second Readings (Page 61)
- K. Bill No. 13-35. Authorize Contract with Curtiss, Manes-Schulte, Inc. for Hangars at Lee C. Fine Airport. First and Second Readings (Page 63)
- L. Bill No. 13-36. Authorize Engineering Contract with Crawford, Murphy & Tilly, Inc. to Provide Engineering Services at Grand Glaze Osage Beach Airport. First and Second Readings (Page 70)
- M. Appointments to the Osage Beach Citizen Advisory Committee (Page 117)
- N. Appointments to the Boards and Commissions (Page 118)
- O. Authorization to Submit Application for Abandoned Well Plugging Grant (Page 120)
- P. Proposed Water Project to Cap Existing Wells on City Property near Buddy's 54 Diner and near Woody's (Page 121)

**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

May 16, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, May 16, 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, Alderman Ron Schmitt. The City Clerk, Diann Warner was present and performed the duties of that office.

### **Mayor's Communications.**

Mayor Lyons read a proclamation declaring May 19 – May 25 as National Public Works Week.

Alderman Farmer presented the Senior Service Award she received from Lieutenant Governor Peter Kinder to Mayor Lyons to be displayed in the foyer at City Hall.

### **Citizens Communications.**

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

### **Consent Agenda.**

Alderman Kahrs moved to approve the consent agenda which includes minutes of the regular meeting held on May 2, 2013, the bill list as submitted and a caterer's license to Molotof Cocktails for May 18. Alderman Schmitt seconded the motion which was voted on and passed.

### **Unfinished Business.**

**Bill No. 13-17.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING APPENDIX A OF SECTION 710.410: SEWER SYSTEM DEVELOPMENT CHARGE.

Mayor Lyons presented the second and final reading of Bill No. 13-17 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-17. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-17 and to pass same into Ordinance: "Ayes": Alderman Kahrs, Alderman Olivarri, Alderman Farmer, Alderman Schmitt, Alderman Rucker, Alderman Catcott,. "Nays": None. Bill No. 13-17 was passed and approved as Ordinance No. 13.17.

### **New Business.**

#### **Discussion of Outer Road and Miscellaneous Items with MoDOT Representatives.**

MoDOT District Five Engineer, Dave Silvester, presented the following two options for the outer road that would extend from Osage Beach Parkway to Y Road.

Option 1 – the alignment of the parkway extension follows existing Highway 54. Costs for fill material, pavement and the concrete barrier are higher in this option. Cost is estimated at \$3,970,555.

## UNAPPROVED

Option 2 – Follows existing 54 to Executive Drive and then drops down in elevation; more right of way required but less fill material. A portion of the concrete barrier is eliminated. Cost is estimated to be \$3,499,724.

Mr. Silvester said the cost is more than the original estimate because the road from Lamar to Y Road needs more work therefore \$500,000 was added to the cost. The dirt pile at Y Road will be used on the project.

District funds, cost share and the City's contribution will fund the project at 1/3 each. If the City is able to get the right of way donated, it would count towards the City's 1/3 to offset the cost. Moving existing utilities is included in the cost of each option however it does not include the extension of utilities to the outer road. It was noted that lighting is not included in the estimated cost and based on the City's latest contract lighting will add \$400,000 to the cost.

Alderman Catcott questioned whether Mr. Silvester thought the extension to Y Road would increase traffic between KK and Lazy Days. Mr. Silvester responded that he did not know if any infrastructure improvements would increase traffic, although he said it would allow west bound traffic. He added that it would probably increase development in that area which would also help.

Mr. Silvester said that either option would be safe. The conversion at Executive Drive would allow traffic to go onto the outer road and not onto Highway 54 which would improve safety and traffic flow and would allow vehicles to go either direction.

Less right of way is needed in Option 1 because it follows the alignment of Highway 54 but the concrete barrier is more expensive. Option 2 reduces the cost of concrete but more right of way is needed. Mr. Silvester said he prefers Option 2 because it has a safer alignment.

Mr. Silvester explained that Option 2 would still need a concrete barrier between Key Largo and Executive Drive and a guard rail would be installed past Executive Drive.

Alderman Rucker questioned whether the City could negotiate with the property owners to trade right of way for waiving fees to connect to the sewer and water. City Attorney Ed Rucker said he would research the ordinances.

Alderman Kahrs said unless the right of way is donated he would not consider the outer road because the property is not located inside the City limits. Mayor Lyons commented that possibly the property owners would consider annexing into the City.

City Engineer Nick Edelman explained that fees are not waived on vacant commercial property and if utilities are extended to Y Road, fees would be waived to those businesses along the way if they are in the City limits.

Alderman Olivarri thanked Mr. Silvester for taking the time and effort towards Key Largo and the Parkway extension and also for his ability to obtain funding. Mr. Silvester said the next deadline is in the fall and time should be allowed for potential condemnation.

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Mayor Lyons questioned the amount of right of way that is needed. Mr. Silvester said the amount is unknown until the design is complete and surveys are taken. He added that if the City decides on one of the options, then MoDOT would start surveying and estimating the amount of right of way needed. Alderman Kahrs said property owners should be contacted to see if they are willing to donate the right of way, and he said the Board needs to know where the funds are coming from. He added that he has concerns about traffic safety on Nichols Road because the school bus count is going up from 7 to 14 with the new school that is being built.

Alderman Olivarri commented that a work session should be scheduled to address all the issues and he added that he is also concerned about the money situation. He said that possibly by the second meeting in June there would be more information on the right of way.

Alderman Rucker did not agree that unless all right of way was donated the project should be scratched. He added that he would like to see how much is needed. Alderman Olivarri said he is concerned about the amount of money that would be needed for the outer road and he is concerned about the number of projects that might have to be put on hold. He also said that funding needs to be discussed.

Mayor Lyons commented that City Engineer Nick Edelman would contact property owners and gather information.

**Bill No. 13-29.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SCHEDULE V, TURN RESTRICTIONS, BY DELETING THE NO LEFT TURN SIGN LOCATED ON REDBUD ROAD AT OSAGE BEACH PARKWAY

City Engineer Nick Edelman explained that under the 2013 Misc. Street Construction project the island on Redbud Road, which prohibited a left turn movement onto Osage Beach Parkway, has been removed. Vehicles will be allowed to make left turns onto the Parkway from Redbud Road.

Mayor Lyons presented the first reading of Bill No. 13-29 by title only. It was noted that Bill No. 13-29 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 13-29 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 13-29 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-29. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-29 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Farmer, Alderman Schmitt, Alderman Rucker, Alderman Catcott, Alderman Kahrs. "Nays": None. Bill No. 13-29 was passed and approved as Ordinance No. 13.29.

**Bill No. 13-30.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SHOW-ME ASPHALT PAVING & MAINTENANCE, LLC FOR THE APPLICATION OF SEAL COAT AND RESTRIPING THE PARKING LOTS AT CITY HALL AND LEE C. FINE AIRPORT

## UNAPPROVED

Bids were opened on May 8, 2013 and Show-Me Asphalt Paving & Maintenance, LLC was the apparent low bidder. The project will sealcoat and re-stripe the parking lots at City Hall and Lee C. Fine Airport.

Funding for the airport portion of this project may be obtained from Account 45-00-774128 Airport Capital with a budget balance of \$9,926.40 and funding for the City Hall portion of this project may be obtained from Account 10-09-774256 Building Improvements with a budget balance of \$41,300.

The following amounts will remain in Airport Capital:

\$21,600.00 – Original Budget  
\$11,673.60 – Slurry Seal Roadway (minus/previously awarded)  
\$ 9,926.40 – Balance before this contract  
\$ 2,950.97 – Seal Coat/Re-Stripe Parking Lot (minus/this award)  
\$ 6,975.43 – Remaining/under budget

The Building Department budgeted \$41,300 for Building Improvements, of which \$9,500 was budgeted for Seal and Stripe City Hall Parking Lot.

\$9,500.00 – Original Budget  
\$5,453.33 – Seal Coat/Re-Stripe Parking Lot (minus/this award)  
\$4,046.67 – Remaining/under budget

The Engineering Department recommends awarding the project to Show-Me Asphalt Paving & Maintenance, LLC in the amount of \$8,404.30.

Mayor Lyons presented the first reading of Bill No. 13-30 by title only. It was noted that Bill No. 13-30 has been available for public review. Alderman Schmitt moved to approve the first reading of Bill No. 13-30 as presented. Alderman Olivarri seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 13-30 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-30. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-30 and to pass same into Ordinance: “Ayes”: Alderman Farmer, Alderman Schmitt, Alderman Rucker, Alderman Catcott, Alderman Kahrs, Alderman Olivarri. “Nays”: None. Bill No. 13-30 was passed and approved as Ordinance No. 13.30.

**Resolution 2013-06.** Neighborhood Improvement District and Community Improvement District Policies

City Attorney Ed Rucker requested approval of Resolution 2013-06 approving and authorizing publication on the City’s website of the Neighborhood Improvement District Policy attached as Exhibit “A” and the Community Improvement District Policy attached as Exhibit “B.” These policies were submitted to the Board on February 19, 2013 for their review. No substantial changes have been requested by any member of the Board since that date, however; some typographical errors have been corrected.

## UNAPPROVED

Alderman Kahrs moved to approve Resolution 2013-06 as presented. Alderman Catcott seconded the motion.

City Attorney Rucker explained that the policies are a guide for a developer to approach the City, however the City has the discretion to approve it or not.

The motion to approve Resolution 2013-06 was voted on and unanimously passed.

### **Communication from Board Members.**

Alderman Schmitt. Ron Schmitt said someone should attend the Use Tax Seminar that MML is sponsoring. He said the tax did not pass because the City did not present it properly and voters did not understand it.

Alderman Schmitt reported on some historical facts that occurred this day.

Alderman Catcott. Fred Catcott reported that he attended his first Planning Commission meeting and he said it is good to see construction occurring in the City.

Alderman Olivarri. John Olivarri reported that he attended the training session on the Use Tax and all the information that was available was presented to the Board. He added that MML suggested getting a citizen group to promote the use tax and educate the public.

Engineering Department. Nick Edelman reported on a TAC committee meeting he attended. The agenda included developing a priority list for a four county area, however; before a decision is made the committee wanted to wait to see if the Legislature passed a 1% transportation sales tax. He reported that Mark Beeler spoke to the group about an interchange at Key Largo. The next meeting is in July.

There being no further business to come before the Board, the meeting adjourned at 7:30 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 May 16, 2013.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

**CITY OF OSAGE BEACH  
BILLS LIST  
June 6, 2013**

<b>Bills Paid Prior to Board Meeting</b>	<b>132,411.41</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>123,169.22</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>224,600.06</b>
<b>TIF Transfer Prior to Board Meeting</b>	<b>49,170.66</b>
<b>TIF Pilots Transfer Prior to Board Meetir</b>	<b>0.00</b>
<b>Bills Pending Board Approval</b>	<b>218,007.09</b>
<b>Total Expenses</b>	<b><u>747,358.44</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	APR CVC COLLECTIONS	628.44
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	3,998.00
		MO TREASURER BUDGET DIRECTOR	APR PEACE OFFICER TRAINING	91.00
		INTERNAL REVENUE SERVICE	Fed WH	12,396.74
			FICA	7,594.45
			Medicare	1,776.08
		ICMA	Retirement 457 &	713.85
			Retirement 457	823.19
			Loan Repayments	987.31
			Loan Repayments	845.71
			401 Loan Payment	310.30
			401 Loan Payment	337.69
			Loan Repayments	365.68
			Loan Repayments	377.55
			Loan Repayments	242.25
			Retirement Roth IRA %	56.27
			Retirement Roth IRA	220.00
		CAMDEN COURT	Case No. 11CM-SC00049	84.74
		RUCKER, KEVIN	MED REIMB	288.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	APRIL CADV COLLECTIONS	176.00
		THE BANCORP BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	1,321.83
		ONE TIME VENDOR	Cash Refund:217 -01	87.00
			RFND PARK FEES DUE TO WEAT	44.00
			TOTAL:	34,185.39
		Mayor & Board	General Fund	INTERNAL REVENUE SERVICE
	Medicare			46.27
ICMA	Retirement 401			145.00
	TOTAL:			389.15
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	429.06
			Medicare	100.34
		BANKCARD CENTER 3374	MCMA CONF - J WOODS	200.00
		ICMA	Retirement 401	427.57
		THE BANCORP BANK	HSA Family/Dep. Contributi	100.00
			TOTAL:	1,256.97
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	342.79
			Medicare	80.16
		ICMA	Retirement 401	298.53
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	846.48
City Treasurer	General Fund	BANKCARD CENTER 3358	BOSTON TAXI SERVICE	27.50
			KC AIRPORT CAR PARKING	35.00
			SHERATON BOSTON HOTEL	1,002.56
		INTERNAL REVENUE SERVICE	FICA	475.38
			Medicare	111.18
		ICMA	Retirement 401	469.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE BANCORP BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	2,270.64
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.24
			Medicare	22.27
		ICMA	Retirement 401	92.76
			TOTAL:	210.27
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	290.34
			Medicare	67.90
		ICMA	Retirement 401	283.81
		THE BANCORP BANK	HSA Family/Dep. Contributi	50.00
			TOTAL:	692.05
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	319.88
			Medicare	74.81
		ICMA	Retirement 401	319.55
		THE BANCORP BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	864.24
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SERVICES	3,389.33
		KEEPING CONDOS CLEAN	MAY JANITORIAL SERVICES	1,541.67
		BANKCARD CENTER 2268	RCA REMOTE	7.96
			TOTAL:	4,938.96
Parks	General Fund	FLEET ONE	PARKS FUEL	237.67
		ALLIED WASTE SERVICES #435	TRASH SERVICE	43.12
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	30.19
			BALL DIAMOND CONS STAND	18.65
			HWY 42 BALL PK LIGHTS	9.95
		INTERNAL REVENUE SERVICE	FICA	350.78
			Medicare	82.04
		BANKCARD CENTER 3374	MADDEN MEDIA	1,255.00
			METAL DETECTOR	229.00
			SAFETY CONES	59.88
			THE FRY WIZARD	2,560.00
			PHONE CHARGER	29.99
			CHANGEABLE LETTER SIGN	435.31
		ICMA	Retirement 401	226.13
		CHATHAM, ROBERT	UMPIRE 2 GAMES 5/15/13	60.00
			UMPIRE 3 GAMES 5/22/13	90.00
		BANKCARD CENTER 5569	TAPE MEAS, NUT DRVR, SCRWD	24.97
			PULL LATCH, BLKTOP CRK FIL	30.99
			WIRE	113.10
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	100.00
		DANIEL W BUSCHHORN DBA	LEAK REPAIRS	396.00
			TOTAL:	6,407.77
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	122.37
			Medicare	28.62
		ICMA	Retirement 401	121.46
		THE BANCORP BANK	HSA Family/Dep. Contributi	50.00
		SNOW, STEVEN	TUITION REIMB 1/14-5/17/13	475.00
			TOTAL:	797.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Overhead	General Fund	AT & T/CITY HALL	MAY SERVICE	2,178.16
		HY-VEE FOOD & DRUG STORES INC	KAY'S RETIREMENT	<u>30.99</u>
			TOTAL:	2,209.15
Police	General Fund	FLEET ONE	PUBLIC SAFETY FUEL	1,158.30
			PUBLIC SAFETY CAR WASH	44.00
		INTERNAL REVENUE SERVICE	FICA	3,058.83
			Medicare	715.36
		PAGE, ARLYNE	SART FORENSIC CONF ADVANCE	559.32
		ICMA	Retirement 401	3,007.01
		SHELTON, JOEL	FUEL EXP REIMB	44.00
		BANKCARD CENTER 0833	CLERKS & COMMUNICATIONS CO	160.00
		THE BANCORP BANK	HSA Contribution	125.00
			HSA Family/Dep. Contributi	<u>800.00</u>
			TOTAL:	9,671.82
		911 Center	General Fund	INTERNAL REVENUE SERVICE
	Medicare			183.61
ICMA	Retirement 401			782.38
BANKCARD CENTER 5569	DISPATCH CHAIRS			1,130.25
BANKCARD CENTER 0833	MONENA CONFERENCE			567.00
THE BANCORP BANK	HSA Contribution			100.00
	HSA Family/Dep. Contributi			<u>100.00</u>
	TOTAL:			3,648.37
Planning	General Fund	BANKCARD CENTER 3333	DRINKS & COOKIES	20.32
			SHERATON CHICAGO-PATTERSON	1,028.32
		INTERNAL REVENUE SERVICE	FICA	264.75
			Medicare	61.91
		ICMA	Retirement 401	259.71
		BANKCARD CENTER 2268	TRAINING - BOB CHATHAM	129.84
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>50.00</u>
			TOTAL:	1,839.85
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	67.00
		INTERNAL REVENUE SERVICE	FICA	551.37
			Medicare	128.96
		ICMA	Retirement 401	540.07
		BANKCARD CENTER 5106	3 ENGINEERING-24X36	11.58
		THE BANCORP BANK	HSA Contribution	50.00
			HSA Family/Dep. Contributi	<u>100.00</u>
			TOTAL:	1,448.98
Information Technology	General Fund	BANKCARD CENTER 3358	SALES TAX REFUND	12.68-
		INTERNAL REVENUE SERVICE	FICA	304.45
			Medicare	71.20
		ICMA	Retirement 401	295.57
		AT & T /EMSGTWY_SBC	APRIL SERVICE	141.07
		BANKCARD CENTER 5569	PAPERPORT PROFESSIONAL 14	99.99
		CHARTER BUSINESS	MAY SERVICE	448.00
		AT & T MOBILITY-CELLS	SERVICE 04/13-05/12/13	79.98
		THE BANCORP BANK	HSA Contribution	<u>25.00</u>
			TOTAL:	1,452.58
		Economic Development	General Fund	LAKE AREA CHAMBER OF COMMERCE

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
				TOTAL:	1,000.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	372.50	
		INTERNAL REVENUE SERVICE	Fed WH	1,120.23	
			FICA	680.27	
			Medicare	159.11	
		ICMA	Retirement 457	50.00	
			Loan Repayments	60.91	
			401 Loan Payment	16.89	
		THE BANCORP BANK	HSA Contribution	20.00	
				TOTAL:	2,479.91
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTING	3,482.36	
			STREET LIGHTING	1,416.88	
		FLEET ONE	TRANS FUEL	457.07	
		AMEREN MISSOURI	792 PASSOVER STREET LIGHTS	103.32	
			872 PASSOVER STREET LIGHTS	38.32	
			KK DR LTG PALISADES COMMON	110.05	
			680 PASSOVER RD LIGHT CNTR	94.15	
			LT 15 & 16 KETTERLIN IN PK	159.22	
		HAYES, DAVE	SAFETY BOOTS	89.51	
		INTERNAL REVENUE SERVICE	FICA	680.27	
			Medicare	159.11	
		BANKCARD CENTER 3374	WORD, EXCEL, OFFICE SHORTC	29.54	
		ICMA	Retirement 401	685.19	
		CAMDEN COUNTY RECORDER OF DEEDS	DRAINING EASEMENT-OSAGE GO	27.00	
		THE BANCORP BANK	HSA Contribution	25.00	
			HSA Family/Dep. Contributi	166.49	
				TOTAL:	7,723.48
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,298.82	
		INTERNAL REVENUE SERVICE	State Withholding	213.70	
			Fed WH	736.90	
			FICA	504.81	
			Medicare	118.05	
		ICMA	Retirement 457	87.50	
			Loan Repayments	48.30	
			401 Loan Payment	42.21	
			401 Loan Payment	75.98	
			Loan Repayments	68.06	
			Retirement Roth IRA	12.50	
		THE BANCORP BANK	HSA Family/Dep. Contributi	40.00	
				TOTAL:	4,246.83
Water	Water Fund	AMEREN MISSOURI	WELL #2 LK RD 54-59	832.91	
			SWISS VILLAGE WELL	1,438.91	
			COLUMBIA COLLEGE WELL	1,402.22	
		FLEET ONE	WATER FUEL	255.39	
		AMEREN MISSOURI	PARKVIEW WELL	481.29	
			BLUFF RD WATER TOWER	619.84	
			COLLEGE WELL BEHIND CHURCH	1,063.50	
			LT 15 & 16 KETTERLIN IN PK	159.22	
			COLUMBIA COLLEGE TOWER	185.64	
		RICHARDS, RON	MILEAGE REIMB 04/10-04/16/	46.10	
			MILEAGE REIMB 05/15-05/21/	69.15	
		INTERNAL REVENUE SERVICE	FICA	504.82	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	118.06
		BANKCARD CENTER 3374	CYPRESS MULCH	37.20
		ICMA	Retirement 401	473.20
		BRIZENDINE, TERRY	MILEAGE REIMB 05/01-05/07/	18.08
			MILEAGE REIMB 05/08-05/14/	9.04
		DUNHAM, LOYD	MILEAGE REIMB 05/01-05/07/	25.99
			MILEAGE REIMB 05/08-05/14/	77.97
			MILEAGE REIMB 05/15-05/21/	25.99
		MO DEPT OF NATURAL RESOURCES	DW-C RENEWAL RICHARD KING	45.00
			DS-III RENEWAL RICHARD KIN	45.00
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	191.74
			TOTAL:	8,151.26
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	320.80
		INTERNAL REVENUE SERVICE	Fed WH	1,186.34
			FICA	694.83
			Medicare	162.51
		ICMA	Retirement 457	107.50
			Loan Repayments	13.68
			Loan Repayments	56.78
			401 Loan Payment	73.22
			401 Loan Payment	193.85
			Loan Repayments	107.19
			Loan Repayments	92.21
		THE BANCORP BANK	Retirement Roth IRA	12.50
			HSA Contribution	17.50
			HSA Family/Dep. Contributi	50.00
			TOTAL:	3,088.91
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,933.75
			GRINDER PUMPS & LIFT STATI	5,421.85
			LIFT STATIONS	2,753.57
			PUMP STATIONS	5,884.10
		FLEET ONE	SEWER FUEL	384.44
		AMEREN MISSOURI	701 PA HE TSI	9.79
			LT 15 & 16 KETTERLIN IN PK	159.22
		INTERNAL REVENUE SERVICE	FICA	694.82
			Medicare	162.50
		OWENS, BRIAN	MILEAGE REIMB 05/15-05/22/	35.93
		ICMA	Retirement 401	690.29
		PEDROLA, TOM	MILEAGE REIMB 05/01-05/07/	136.50
		EARP, NATHAN	MILEAGE REIMB 05/08-05/14/	74.58
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	241.77
		MO DEPT OF NATURAL RESOURCES	SEWER PERMIT	300.00
		FRASER, KYLE	MILEAGE REIMB 05/01-05/07/	40.56
			MILEAGE REIMB 05/15-05/21/	162.26
			TOTAL:	21,110.93
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	369.00
		INTERNAL REVENUE SERVICE	Fed WH	1,222.54
			FICA	667.10
			Medicare	156.02
		STATE OF MISSOURI	AMBULANCE REIMB	572.06
		ONE TIME VENDOR BOYD, FRANK	AMBULANCE REFUND	71.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WPS MEDICARE PART B	AMBULANCE REFUND	332.53
		MO HEALTHNET DIVISION	REIMB AMBULANCE OVERPAYMEN	194.79
		CRAWFORD, JEAN	AMBULANCE REFUND	72.93
		GUNTHER, JUDITH	AMBULANCE REFUND	25.00
		ANTHEM BLUE CROSS BLUE	AMBULANCE REFUND	730.00
			TOTAL:	4,413.15
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	87.38
		INTERNAL REVENUE SERVICE	FICA	667.10
		ICMA	Medicare	156.02
		AMBULANCE REIMBURSEMENT SYSTEMS INC	Retirement 401	521.15
		THE BANCORP BANK	AMBULANCE BILLING FEES	938.50
		RALPH BEANLAND DBA	HSA Family/Dep. Contributi	200.00
			REPAIR ROCK CHIP 2010 FORD	50.00
			TOTAL:	2,620.15
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	850.98
		INTERNAL REVENUE SERVICE	State Withholding	54.20
		ICMA	Fed WH	211.52
			FICA	190.76
			Medicare	44.61
			Retirment 457 &	116.87
			TOTAL:	1,468.94
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	62.15
		AMEREN MISSOURI	LCF WELL	9.79
			LO STATE PARK LOCALZR	33.13
			AIRPORT FIREHOUSE	152.61
			TERMINAL BLDG	323.86
			LCF AIRPORT HANGAR RENTAL	181.30
			LCF NEW HANGAR	63.58
			LCF AIRPORT HANGAR	125.65
		INTERNAL REVENUE SERVICE	FICA	190.76
		ICMA	Medicare	44.61
		THE BANCORP BANK	Retirement 401	173.82
			HSA Contribution	15.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	1,476.26
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	3.12
		INTERNAL REVENUE SERVICE	State Withholding	78.80
		ICMA	Fed WH	269.64
			FICA	184.83
			Medicare	43.23
			Retirment 457 &	77.91
			TOTAL:	657.53
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	UTILITY BILL	31.83
		AMEREN MISSOURI	GG AIRPORT HANGAR	32.21
			AIRPORT RD HWY 54 TBLC EXT	185.93
			GG AIRPORT SHOP	41.32
			GG AIRPORT	10.29
			TBLC EXT D GG AIRPORT	21.17
			GG AIRPORT HANGAR	14.72
			GG AIRPORT SLEEPY	25.19
		INTERNAL REVENUE SERVICE	FICA	184.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	43.23
		ICMA	Retirement 401	185.57
		THE BANCORP BANK	HSA Contribution	10.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	836.29

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

10	General Fund	74,137.77
20	Transportation	10,203.39
30	Water Fund	12,398.09
35	Sewer Fund	24,199.84
40	Ambulance Fund	7,033.30
45	Lee C. Fine Airport Fund	2,945.20
47	Grand Glaize Airport Fund	1,493.82

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GRAND TOTAL: 132,411.41  
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	General Fund	CENTER FOR MUNICIPAL SOLUTIONS	5715 HWY 54 FIBER	50.00	
			OTIS DR FIBER	50.00	
			LAKE RD FIBER	50.00	
			5715 HWY 54 MOD	564.55	
			OTIS DR 4 G LTE	225.00	
			LAKE RD 54-22 MOD	564.55	
			5715 HWY 54 MOD	<u>225.00</u>	
	TOTAL:		1,729.10		
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	2012 ANNUAL WATER REPORT	<u>27.00</u>	
			TOTAL:	27.00	
City Treasurer	General Fund	DATA FLOW	DIRECT DEPOSIT FORMS	<u>262.35</u>	
			TOTAL:	262.35	
Municipal Court	General Fund	WEST	MO COURT RULES SUBSCRIPTIO	<u>276.50</u>	
			TOTAL:	276.50	
City Attorney	General Fund	WEST	INFORMATION CHARGES	<u>237.64</u>	
			TOTAL:	237.64	
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	<u>59.01</u>	
			TOTAL:	59.01	
Building Maintenance	General Fund	GEO-ENTERPRISES, INC	RECHARGED SGT'S UNIT	98.35	
			HVAC REPAIRS	812.00	
			EZARD'S	FASTENERS	4.60
			STAPLES ADVANTAGE	CUPS, TOWELS, AIR FRESHENE	145.93
			VIZIER CONSTRUCTION LLC	BASEMENT FINISH-1ST PMT	<u>2,900.00</u>
				TOTAL:	3,960.88
Parks	General Fund	PURCELL TIRE CO	DURATRAC TIRE, MOUNT, BALA	176.60	
			LOOSE TIRE REPAIR	21.40	
			Radio Shack Corp	MOTOROLA TALKABOUT	99.99
			MEEKS BUILDING CENTER	NIUS, BOLTS, SCREWS, WASHE	4.92
			FLEET ONE	PARKS FUEL	139.82
				PARKS FUEL	131.64
			GB MAINTENANCE SUPPLY	TP	28.94
			MOTOR HUT	MOTOR HUT	38.15
				BEARING, VALVE STEM, FILTE	21.28
			O'REILLY AUTOMOTIVE STORES INC	STRT FD	3.09
				100 PK TIES	9.49
				HITCH PIN	5.30
				STARTER	127.29
				BATTERY	47.99
				2 CYCLE OIL	7.99
				GREASE	9.98
			LAKE SUN LEADER 645	PARK ADS	90.00
				PARK AD	45.00
			BARNES MARINE INC	AIR FILTER	8.75
			SHERWIN-WILLIAMS	SHERSTRIPE ATH WHTWB	59.64
				PAINT	61.80
			EZARD'S	BATTERY, SPRAY-NINE	20.98
				HARDWARE, TURNBKL, CHAIN L	68.22
				KEYS, HARDWARE	6.95
			MISSOURI EAGLE LLC	BUD LIGHT	44.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SOUTHTOWN GRAPHIX	OUTFIELD BANNERS	195.00
			TOTAL:	1,474.21
Overhead	General Fund	PITNEY BOWES INC	EZ SEAL, RED INK CARTRIDGE	137.68
		STAPLES ADVANTAGE	ENVELOPES	72.60
			COPY PAPER	114.96
			TOTAL:	325.24
Police	General Fund	MARK'S MOBILE GLASS, INC	WINDSHIELD REPAIR PD15	40.00
		WALMART COMMUNITY/GEGRB	CHARCOAL, BUNS, FOIL, NAPK	61.87
			TWINE, BALLOONS, 55 YD UTI	24.85
			TAPE, HEADBAND	8.83
		XEROX CORPORATION	APRIL BASE CHARGE	128.16
		FLEET ONE	PUBLIC SAFETY FUEL	1,190.29
			PUBLIC SAFETY CAR WASH	40.00
			PUBLIC SAFETY FUEL	1,434.16
			PUBLIC SAFETY CAR WASH	74.00
		MO POLICE CHIEFS ASSC	LETSAC CONFERENCE-MORLEY	150.00
			LETSAC CONFERENCE-MCCROREY	150.00
		O'REILLY AUTOMOTIVE STORES INC	28 OZ PROTECT	9.99
			MOTOR OIL	5.59
			MOTOR OIL	5.59
		LAKE CLEANERS	UNIFORMS CLEANED	632.00
			UNIFORMS CLEANED	15.00
		LAKE SUN LEADER 645	G P AT THE READY	200.00
		LAKE AREA NARCOTICS ENFORCEMENT GROUP	BALANCE OF MEMBERSHIP FEES	5,000.00
		LAW ENFORCEMENT SYSTEMS	MO UNIFORM CITATIONS	130.00
		PSE INSTALLATION	REPLACE BRACKETS, CAR 16	75.00
			REMOVE & REPLACE EQUIP	3,776.50
		PETCO	DOG FOOD & TREATS	119.98
		SHERWIN-WILLIAMS	PAINT FOR EVIDENCE OFC	103.40
		MO STATE AGENCY FOR SURPLUS	METAL CABINETS	80.00
		TURN KEY MOBILE INC	AIR CARD ANTENNA, JUMPER C	111.00
		CREATIVE PRODUCT SOURCING, INC-DARE	DARE SUPPLIES	1,430.21
		HEDRICK MOTIV WERKS LLC	CAMERA TRAILER REPAIR	173.25
			OIL CHG PD15	65.00
		KAIZEN INC	PROFESSIONAL DEV ACADEMY	2,500.00
		EZARD'S	LITHIUM BATTERY	4.29
		STAPLES ADVANTAGE	LABELS, SPLS 8.5X11 COPIES	75.76
			STAPLER, CHAIRMAT, TAPE DI	69.47
			BLACK CUP	3.46
		TLO LLC	APR PERSON SEARCHES	0.75
			TOTAL:	17,888.40
911 Center	General Fund	WALMART COMMUNITY/GEGRB	42" TV & WALL MOUNT	587.86
			FOR AVL	18.97
		WIRELESS USA INC	REPAIR	1,072.80
			SERVICE CONTRACT JUNE 2013	225.00
		STAPLES ADVANTAGE	PRINT CART	129.54
			TOTAL:	2,034.17
Planning	General Fund	FLEET ONE	PLANNING FUEL	66.47
			PLANNING FUEL	94.17
		LAKE SUN LEADER 81525 & 1586450	PH 435 HWY 42	67.50
			PH PORT LANE	63.00
		STAPLES ADVANTAGE	LABELS	22.04

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	313.18
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	73.67
			CITY ENG FUEL	140.16
		STAPLES ADVANTAGE	TONER CART	218.99
			TOTAL:	432.82
Information Technology	General Fund	FLEET ONE	IT FUEL	103.68
		MORPHOTRAK INC	LIVESCAN MAINT 5/1/13-4/30	3,505.15
			TOTAL:	3,608.83
Economic Development	General Fund	GILMORE & BELL PC	DIERBERGS TIF REDEV PLAN	4,351.25
		COMFORT CARE	RECLAIM REFRIGRNTS-WHITE G	1,040.00
		LAMAR COMPANIES	DIGITAL BULLETINS 5/20-6/1	3,000.00
			TOTAL:	8,391.25
Transportation	Transportation	PURCELL TIRE CO	BRASS INSERTS	10.70
		MEEKS BUILDING CENTER	BLACKTOP PATCH	20.98
			BLACKTOP PATCH	104.90
		FLEET ONE	TRANS FUEL	342.39
			TRANS FUEL	1,059.92
		GB MAINTENANCE SUPPLY	TRASH LINERS	44.80
		ALLEN SURVEYING INC	DUDE RANCH RD SIDEWALK PRO	235.00
		NORTHERN SAFETY CO INC	EYE WASH	49.20
			SAFETY EYEWEAR	31.89
			RAIN COAT, PAIN RELIEVER	22.79
			PAIN RELIEF, SINUS, ANTI I	40.49
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL & FILTER	85.97
			15 OZ DEGREASER	2.49
			HI-POWER BELT	7.84
		BARNES MARINE INC	MOTOR OIL & FILTERS	100.14
		CAMDENTON LAWN & GARDEN CENTER`	STIHL OIL, COMMERCIAL LINE	31.29
		PRECISION AUTO & TIRE SERVICE LLC	KILLZALL	479.94
			CHECK REAR CALIPERS #61	80.00
			OIL CHG #53	41.95
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	21.51
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	21.51
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	21.51
			STREET DEPT FLOOR MATS	6.45
		DATA COMM INC	SERVICE COPIER	114.38
		EZARD'S	CONCRETE MIX	5.49
		KOVIK & SON TREE SERVICE LLC	TREES REMOVED PASSOVER RD	1,675.00
		J C INDUSTRIES INC	SIDEWALK IMPRVMENTS PHASE 2	41,289.21
			TOTAL:	45,862.24
Water	Water Fund	MCDUFFEY LAB	BACTERIOLOGICAL ANALYSIS	25.00
			WATER ANALYSIS-1196 HWY KK	25.00
		EZARD'S	33 GAL TRASH BAGS	3.29
			DUCT TAPE, ECHO POWER EQUI	15.98
		FLEET ONE	WATER FUEL	339.27
			WATER FUEL	318.06
		FLYNN DRILLING CO INC	MAINTENANCE INSPECTION	900.00
		GOEHRI, GEORGE	JUNE INS PREMIUM	79.68
		SCHULTE SUPPLY INC	METER INTERFACE UNITS	804.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TALLMAN COMPANY	MEGALOC PIPE	6.08
		NORTHERN SAFETY CO INC	EYE WASH	49.20-
			RAINSUIT, PAIN RELIEVER	47.61
			PAIN RELIEF, SINUS, ANTI I	40.49
		O'REILLY AUTOMOTIVE STORES INC	GLOVES	21.48
			FIXAFLAT	7.99
			WASHWAX	6.99
			FILTER WRENCH	11.49
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
		HD SUPPLY WATERWORKS LTD	HYDRANT & SWIVEL ADAPTERS	167.80
			HYD WRENCH	35.46
			BLUE MARKING FLAGS	80.00
			PRES REGS	482.25
			PRESS REG	96.45
			TAND SETTER	329.05
			AD 12A 2-1/2MNSTX2MNPTS	65.68
		SUBSURFACE	DC LEAD SET RD4000	73.43
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	28.44
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	63.20
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	18.44
			WATER DEPT FLOOR MATS	6.45
		DATA COMM INC	SERVICE COPIER	114.37
		CORROSION TECHNOLOGIES INC	SN 9Y4030734 & 35, 9240701	345.00
		DPC ENTERPRISES LP	CHLORINE, FLUORIDE	2,873.74
			TOTAL:	7,431.47
Sewer	Sewer Fund	MCDUFFEY LAB	E COLI ANALYSIS	35.00
			E COLI ANALYSIS	35.00
		WALMART COMMUNITY/GEGRB	CANNED AIR	14.88
			JERSEY GLOVES	12.75
		EZARD'S	GRASS SEED, HARDWARE	27.97
			LIGHTBULBS	2.29
		FASTENAL CO	SPRING HOOKS	338.68
		FLEET ONE	SEWER FUEL	369.57
			SEWER FUEL	712.50
		SIEMENS INDUSTRY INC	ODOR CONTROL	1,750.00
			ODOPHOS (R) PLUS	7,997.05
		TALLMAN COMPANY	SAWZALL BLADES, 1/2PT REAL	48.06
		NORTHERN SAFETY CO INC	EYE WASH, LIFELINE	118.24-
			PAIN RELIEVER	22.48
			SAFETY EYEWEAR & GLOVES	34.16
			PAIN RELIEF, SINUS, ANTI I	40.48
			COVERALLS	301.12
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	7.98
			AIR CHUCK, PLUG, BLOW GUN	9.08
		LAWSON PRODUCTS INC	HEX CAP SCREWS	68.21
		CONSOLIDATED ELECTRICAL DISTR, INC	THHN-10-BLK-19STR9CU-500S/	104.31
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	35,105.19
			TREATMENT PLANT EXPANSION	1,887.00
		BOWLING ELECTRIC MACHINE	CAPACITORS	455.80
			CAPACITORS	269.50
			RELAYS	950.00
			CAPACITORS	562.50
			CAPACITORS	900.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BUTLER SUPPLY CO	PVC	36.85
		CAMDEN COUNTY RECORDER OF DEEDS	FAX FOR STACY	4.00
		HD SUPPLY WATERWORKS LTD	BOX KEYS	166.85
			BRAS NIPPLE	23.79
			LOCATOR W/ SOFT CASE	774.38
			PVC, BRASS NIPPLES	173.40
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE, #75	35.95
			TIRE REPAIR #T6	15.00
		JCI INDUSTRIES INC	PUMP REPAIR SN M5414	1,595.00
			PUMP REPAIR SN 545	1,595.00
			PUMP REPAIR SN 920	1,595.00
			PUMP REPAIR SN 538	1,595.00
			PUMP REPAIR SN 503	1,595.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	38.58
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	38.58
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	38.58
			SEWER DEPT FLOOR MATS	6.45
		DATA COMM INC	SERVICE COPIER	114.37
		ECCO ELECTRIC LLC	WATER DAMAGED POWER SUPPLY	650.00
		DPC ENTERPRISES LP	CHLORINE	1,108.00
			TOTAL:	63,156.00
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	88.55
			AMB FUEL	75.09
		AIRGAS, INC	OXYGEN RENTAL	23.95
		MO AMBULANCE ASSOC	2013 MEMBERSHIP DUES	300.00
		HEDRICK MOTIV WERKS LLC	SWAP WINTER TO SUMMER TIRE	36.75
		ROBERT D KING MD LLC	MEDICAL DIRECTOR SVCS 5/20	1,000.00
		PMI SUPPLY, INC	BATTERY	168.00
			MEDICAL SUPPLIES	46.00
		STAPLES ADVANTAGE	PRINT CART	64.77
			TOTAL:	1,803.11
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GECRB	WASTEBAGS,WEED KILLER,TBLC	61.72
		FLEET ONE	LCF FUEL	159.28
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	46.00
			JET A FUEL	25,086.46
			JET FUEL	6,174.37
			AV GAS	14,676.91
		LAKE SUN LEADER 81525 & 1586450	INVITATION TO BID HANGARS	657.00
		CROWN POWER & EQUIPMENT	TRACTOR BRAKES REPAIRED	1,438.53
		INTERSTATE BATTERY SYSTEM OF SPRINGFIE	6 GC2-XHD-UT	638.70
		WSI CORPORATION	PILOTBRIEF VECTOR BASIC SV	1,788.00
		EZARD'S	KEYS	3.78
			HOSE, FILTER	10.81
			PUMP KIT HAND CRANK	43.99
		O'REILLY AUTOMOTIVE STORES INC	AIR FILTER, OIL FILTER, OI	150.35
			OIL FILTER & OIL	140.80
		STAPLES ADVANTAGE	FILE FOLDERS	21.22
			BINDER CLIPS	7.98
			TOTAL:	51,105.90
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY/GECRB	WASTEBASKETS,SUGAR,CONDIME	37.36
		NAEGLER OIL CO	SATELLITE EQUIP CONNECTION	46.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AV GAS	5,377.13
		CROWN POWER & EQUIPMENT	WATER PUMP, INSULATOR, GAS	275.46
		WSI CORPORATION	PILOTBRIEF VECTOR BASIC SV	1,788.00
		EZARD'S	RYL INT SG LTX, PAINT BRUS	20.98
			FASTENERS	4.20
			HARDWARE	17.94
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE, V-BELT	60.72
			TOTAL:	7,627.79

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

10	General Fund	41,020.58
20	Transportation	45,862.24
30	Water Fund	7,431.47
35	Sewer Fund	63,156.00
40	Ambulance Fund	1,803.11
45	Lee C. Fine Airport Fund	51,105.90
47	Grand Glaize Airport Fund	7,627.79
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	GRAND TOTAL:	218,007.09
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1. Applebee's #52091
2. Arris' Pizza & Pub
3. Asia Cuisine, Inc.
4. Backwater Jack
5. Bandana's BBQ
6. Bear Creek Valley Golf Club
7. Biggy's
8. Bootlegger's Saloon
9. Bridgeport Captain's Lounge
10. Bridgeview Marina
11. Casey's General Store #2593
12. Chevy's Bar & Grill
13. Chicago Brothers Pizza & Pub
14. Chili's Grill & Bar
15. City Grill & Blue Room
16. City of Osage Beach
17. Crown Petroleum
18. Dierbergs Lakeview Pointe
19. Dog Days Bar & Grill
20. Dogwood Hills Hotel
21. Dogwood Hills Golf Course, Inc.
22. Dollar General #195
23. Domenico's Italian Restaurant
24. Eagle Lanes
25. El Charco Azul Mexican Restaurant
26. El Jimador
27. Elk's Lodge #2517
28. Emerald Cruise Line, Inc.
29. Flirt, LLC
30. Formula Boats of Missouri
31. Half Sauced Barbeque
32. Hy-Vee Food Store
33. Hy-Vee Gas
34. I M Tirebiters
35. Imo's Pizza
36. Inn at Grand Glaize
37. J Brunner's Restaurant
38. Jake Culpeeper's Cattle Co.
39. Jiffy Stop Food Marts, LLC
40. Kirkwood Lodge
41. KK Eagle Stop
42. La Fiesta Mexican Grill
43. Lake Liquor & Tobacco
44. Mexicali Blues
45. Molotof Cocktails Bar & Grill
46. Moorings Gas & Yacht Supply
47. Murphy Oil USA, Inc.
48. On The Rise
49. Outback Steakhouse #2620
50. Paul's Supermarket, Inc.
51. Pizza Hut
52. Poop Deck & Tiki Bar
53. Quick Stop
54. Rapid Robert's #113
55. Robins Resort
56. Super Target Liquor MO
57. Surdyke's Port 20
58. Sycamore Creek Golf Club
59. The Hideout Bar & Grill
60. Topsider
61. Vista Grande, Inc.
62. Walgreen's #1142
63. Wal-Mart Supercenter #815
64. WFO Waverunner
65. Wobbly Boots, LLC
66. Woody's Tavern & Sports Bar

**Submission Date:** May 28, 2013  
**Submitted By:** Planning Department  
**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Special Use Case 364: Request for a Special Use Permit to allow extended stay rental duplex units in a C-1 General Commercial District.

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

The City of Osage Beach, Terry Ross, 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 Port Lane 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 driveways 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.



**Analysis:**

1. The applicant is the owner of the vacant property in question and has been the owner for over two years.
2. The character of the area is mixed containing single-family homes, condominiums, apartments, Blue Moon Marina, storage facilities, and RT's Cove (lake front resort residential).
3. The applicant was given Special Use Permit approval by the Board of Aldermen at their meeting on May 2, 2013 to build like units on the property surrounding the current subject property. Currently a total of eleven buildings containing twenty two units have been approved for the surrounding property. This request includes an additional five buildings containing ten total units bringing the total number of units to thirty two.
4. The current request was not part of the previous request because there was another investor who had interest in the property currently under review. That individual has since forfeited his interest in the property allowing it to be added to the overall project at this time.
5. The portion of the property that is being requested for SUP is fronted and serviced by Port Lane.

**Department Comments:**

The comments for this request remain consistent with those pertaining to the previous request and obviously because of the nature of the current request as it relates to the previously approved request, I reviewed this using the conditions created by the overall development. The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. If the applicant develops the 32 units on the subject property that would equate to just over 8 units per acre for this property which conforms with what is recommended by the Comprehensive Plan.

It is also important that the City be willing to promote development on properties such as this in order to stimulate the commercial activity on the West Side of the Grand Glaize Bridge. Simply put, if the City approves this type of development it will serve to put more housing units on the west side of the bridge increasing the customer potential and the sheer numbers from which our businesses can draw patrons.

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

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

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

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

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

As previously stated, the area surrounding the subject property contains mixed uses including single-family residential, apartments, resort residential (RT's Cove), a lake front marina, storage facilities, and condominium development.

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

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

As I stated previously, the subject property is surrounded on all sides by more intensive zoning districts. The other surrounding dwellings are built within a C-1 zone or higher density residential zone. Some of those homes have been built, constructed additions to, or remodeled with a Special Use Permit for residential construction in a commercial zone.

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

The subject property could also develop in a limited commercial capacity. This would most likely be in the form of some type of storage unit facility. With the surrounding uses including a significant amount of residential development containing both low and high density, the requested development of duplex rental units would be a more harmonious addition to the existing residential development.

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

The area surrounding the subject property is currently seeing new development as a result of the zoning action taken by the current applicant. Individual storage facilities are being constructed on a portion of property that is zoned C-1 (General Commercial) directly across from the main entrance to the Blue Harbor Marina facility.

**Based on the analysis of the conditions pertaining to the subject petition, the Planning Department recommends approval of the request subject to the following provisions regulating the property being granted a SUP for duplex rental units exclusively:**

**Permitted Uses:**

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

1. Residential Uses shall conform to the requested development containing a maximum of 5 duplex buildings for a total of 10 units.
2. Accessory Uses will be designed for and available to the tenants and their guests only and will not be open to the public. Those uses include any administrative office(s) for project management, garages, maintenance facilities, and recreation facilities.

**Construction:**

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

The layout of the buildings and units will also conform to the building layout plans that were submitted with this petition.

**Bulk, Area, and Height Requirements:**

The buildings and units will also conform to the building layout plans that were submitted with this petition.

**Dimensional Requirements:**

Buildings within this district shall not exceed a minimum setback of 25 feet from the property line fronting Port Lane being considered the front, a minimum setback of 5 feet from the side

property lines, and a minimum of 25 feet from the property line fronting Ledges Drive being considered the rear.

**Public Facilities:**

1. Engineering plans for water, streets, and sewer improvements will be constructed in accordance with the Osage Beach Design Guidelines and shall be approved by the City Engineer's Department.

**Access:**

1. Access shall be derived from Port Lane and the 40' road easement that falls between Ledges Drive and Port Lane.

**Parking:**

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

**Buffering and Screening:**

Waste cans, dumpster units, or other trash receptacles shall be placed where they are least visible from a public street or adjoining properties. Screening/fencing as to make these devices as least visible as possible is required.

**Exterior Lighting:**

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

**Signage:**

The applicant will be required to get a sign permit from the city. At such time that an application is filed, a site plan and engineering will be submitted to assure the signs compliance with the city's sign code.

**Maintenance of Open Space and Common Areas:**

The maintenance of common area and facilities within the District shall be the responsibility of the property owner(s) and/or the property management administrators. All areas not scheduled for immediate construction are to be seeded and storm drainage facilities are to be maintained as to protect from storm water runoff impact to the Lake of the Ozarks and surrounding properties.

**Platting:**

All platting of property will be required to be in conformance with the Osage Beach Subdivision Code.

**Final Development Plan:**

- a. The individual site development plans submitted with the Building Permit Applications for the proposed buildings will be considered the Final Development Plans.

**Planning Commission Recommendation:**

The Planning Commission unanimously recommends approval of this request by the Board of Aldermen.

**City Administrator Comments and Recommendation:**

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



REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Terry Ross Phone: 573-216-3541

Address: 1322 PORT LN City: Osage Beach State MO Zip: 65065  
APT 3

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

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? Terry Ross

Address: 1322 PORT LN City: Osage Beach State MO Zip: 65065  
APT 3

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

Address: PORT LN City: Osage Beach State MO Zip: 65065

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

Explain all uses: Special use permit for townhomes  
"2 family attached dwellings"

6. Area of property in square feet or acres: 35,290

7. Current zoning classification: C-1

8. Sources of utilities: Water: City of O.B. Gas: NA  
Sewer: City of O.B. Electric: Ameren Missouri

9. Proposed zoning classification: \_\_\_\_\_

10. How long have you owned this property? 2+ years

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

12. Current use of all property adjacent to subject property: North: C-1 commercial condo's  
South: R-2 + C-1 townhomes East: commercial, marina West: RT Cove Resort + townhomes

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: North - Condo's, South - townhomes, R2  
West - Resort & townhomes, East - Commercial with  
residential home, marina

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? In between  
the proposed townhomes. 2 existing buildings.

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. It will improve all the above.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any? Allowing townhomes to be built will create  
more of a residential neighborhood, opposed to large  
commercial buildings.

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, Terry Ross, 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.

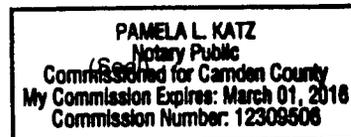
Terry Ross  
Signature Owner/Applicant: \_\_\_\_\_ Date: 4-18-13

Subscribed and sworn to before me on this 18th day of April, 2013

Pamela Katz  
Notary Public: \_\_\_\_\_

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

4/18/2013

**Subject: Proposed Special Use Permit for "Residential two family dwellings"**  
**To: Planning Commission**

The property being submitted for a special use permit to build residential two family dwellings, "townhomes" is located in a very central area of the city. There is a new school planned for this area which will create an even greater demand for nice affordable housing. There are also many employers within a short distance making this area very desirable for people to live. Most of the surrounding jobs call for feasible living, which is what we need to maintain and help grow the city.

The proposed townhomes offer high quality construction which will comply 100% with all currently adopted city codes. All of the homes are spacious and offer 3 bedrooms, 2 bathrooms, and an attached garage. The homes are spaced conservatively throughout the proposed project using less than the allowed density in an R2 zone.

This property is bordered by new townhomes under construction to the south. RT Cove's new townhomes and resort to the west. Ledges and Stoneledge condos to the north. Surdyke's Marina, and single family home on commercial ground to the east. These new homes will be a nice addition to the area and will help complete a much needed residential community.

Voting in favor of this request is greatly appreciated. Adding additional housing close to employers and a new school will do nothing but help the west side of Osage Beach grow. I believe this will benefit the community and help make for a brighter, more prosperous future.

Best Regards,



Terry Ross

"BLUE HARBOR COMMERCIAL, 2nd AMENDED PLAT"

SW 1/4, SE 1/4  
Section 3-39-16



Potter Family Reversible Trust  
Bl. 688, Pg. 308  
Phase 2, Lodge's 3rd Amended Plat

City of Osage Beach  
Bl. 344, Pg. 870

Lesley D. Allen, L.L.  
L.L. #1590

NOTE: SEE NO. 4 BAR & CAP  
URL: See OTHER W/ST MAPS

Sec. 3-39-16  
Sec. 10-39-16

Blue Moon Marina, Inc.  
Bl. 543, Pg. 408

NE 1/4, NW 1/4  
Section 10-39-16

NW 1/4, NE 1/4  
Section 10-39-16

Total Acres in Subdivision - 2.04

Reinvestment Enterprises, L.L.C.  
Bl. 689, Pg. 508

Approved  
request

LAKE OF THE OZARKS

LOCATION MAP  
SCALE F-1000

PHED. 07/28/18  
SW Cor. Lot 1, "BLUE HARBOR"

(Reference Bearing)  
S 70° 41' 22" W 177.40'

Terry Ross  
Tract A, Barn Yard  
Sheet 2 of 2



**Submission Date:** May 28, 2013  
**Submitted By:** Planning Commission  
**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-33 - Case 365: Rezoning from A-1 (Agriculture) to I-1 (Light Industrial).

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

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

**Why is Board Action Required?**

The City's zoning code requires Board action on Planning Commission recommendations for rezoning. (Code Reference 405.610).

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

Motion to approve the first reading of Bill 13-33.

**Are there any deadlines associated with this action?**

90 day rule

**Planning Department comments and recommendation:**

**Applicant:** Allen Scott  
**Location:** 435 Highway 42 (Hi Tech Auto Body & Towing).  
**Petition:** Rezoning from A-1 (Agriculture) to I-1 (Light Industry)  
**Existing Use:** Existing Business (Hi Tech Auto Body & Towing)  
**Existing Zoning:** A-1 (Agriculture)

Agenda Item Summary Sheet  
 June 6, 2013  
 Allen Scott Rezoning Case 365

**Tract Size:** +/- 1.19 acres

	<b><u>Surrounding Zoning:</u></b>	<b><u>Surrounding Land Use:</u></b>
<b><u>North:</u></b>	C-1 General Commercial	42 frontage businesses
<b><u>South:</u></b>	Not in City Limits	Industrial Park
<b><u>East:</u></b>	C-1 General Commercial	42 frontage businesses
<b><u>West:</u></b>	C-1 General Commercial	42 frontage businesses

**The Osage Beach Comprehensive Plan**  
**Designates this area as appropriate for:** See below

<b><u>Rezoning History</u></b>	<b><u>Date</u></b>
Annexation Zoning	January 2011

**Utilities**

<b><u>Water:</u></b>	City	<b><u>Gas:</u></b>	Private
<b><u>Electricity:</u></b>	Ameren Missouri	<b><u>Sewer:</u></b>	City

**Access:** Property derives access via Highway 42

**Analysis:**

1. The applicant is the owner of the 1.19 acre parcel in question. The entire parcel is zoned A-1. It was zoned A-1 upon its annexation into the City in 2011.
2. The property is in close proximity to the Hwy Corporate City Limits of Osage Beach Approximately two miles down Highway 42, this area, both in the City and out, has experienced numerous types of development with a large percentage of the facilities serving as light industrial types of use.
3. Currently the subject property is home to Hi Tech Auto Body and Towing. The activity that takes place at the facility is common to the auto body and towing industry which is an activity that fits most efficiently within the I-1 (Light Industry) zone.
4. The applicant intends to expand the facility which is the reason for the rezoning request at this time. Currently the property maintains a legal non conforming status in the A-1 zone it assumed at the time it was approved for annexation. Because the existing use is not a legal and permitted use in the A-1

zone the applicant is unable to expand the facility or the use without the property being approved for a change to the appropriate zone.

5. With the proximity of this property Highway 42, the character of surrounding development is heavy traffic commercial and industrial. The area beyond City Limits is one of the last areas of annexation that the City has, when that area is annexed there is a very strong possibility that the area will be best served by industrial uses considering its location and surrounding conditions. This is especially true for the property immediately surrounding the subject property because it has already developed as and been deemed an industrial park. The intensity of development in this area can only be expected to increase with usable property in the City becoming more limited and the extension of City services having now reached the furthest reaches of the incorporated properties on Highway 42.

**Department Comments and Recommendations:**

The City of Osage Beach is a community where finding locations for industrial uses is difficult to say the least. The Highway 42 Corridor, however, has been identified as a location where these types of uses could most efficiently occur, particularly the area towards the outskirts of town. The subject property along with several of the adjacent properties would greatly benefit from the added use flexibility provided by the I-1 zone which permits all of the uses within the C-1 zone along with some light manufacturing and assembly, storage, freight, laundry mats etc. This type of use certainly fits in with the character of the area where there are several activities such as boat mechanics, storage yards, a lumber yard, and a fire station. Although the subject properties recent annexation causes it not to have a recommendation specifically for it the comprehensive plan does recommend heavy traffic commercial for the surrounding properties that fall within the City Limits. The heavy traffic commercial designation includes the majority of the uses within the I-1 zone and by allowing C-1 uses to be located within the I-1 zone; the zoning code itself establishes that C-1 and I-1 uses are compatible and complementary. **With this in mind the Planning Department would recommend approval of this request and would also recommend that the City react positively to any similar requests for adjacent properties that could be made in the future.**

**Planning Commission Recommendation:**

The Planning Commission recommended approval by unanimous vote at their regularly scheduled meeting on May 14, 2013.

**City Administrator Comments:**

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

BILL NO. 13-33

ORDINANCE NO. 13.33

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

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

Section 1. That the following tract of land subject to Rezoning Case No. 365, as described in Exhibit A, zoned A-1, General Agriculture, is hereby rezoned to Light Industrial.

Section 2. That in all other respects, the zoning ordinance remains unchanged.

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. 13.33 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 13.33.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk



000037

Date Received: 4/19/13  
Case #: 365

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Allen Scott Phone: 573.246.9070

Address: 435 Hwy 42 City: Kaiser State MO Zip: 65247

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

Allen Scott - 435 Hwy 42, Kaiser, MO 65247 573.286.0619

Jenna Scott - 435 Hwy 42, Kaiser, MO 65247 573.280.9909

2. Name of landowner's representative, if different from above: N/A Phone:

Address: City: State: Zip:

3. All correspondence relative to this application should be directed to whom? Allen Scott

Address: 435 Hwy 42 City: Kaiser State MO Zip: 65247

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

Address: 435 Hwy 42 City: Kaiser State MO Zip: 65247

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

Explain all uses: Expansion of auto body repair facility

6. Area of property in square feet or acres: 1.19 + Acres

7. Current zoning classification: A1

8. Sources of utilities: Water: City of Osage Beach Gas: Episcopuane, Eldon

Sewer: City of Osage Beach Electric: AmerenUE, Lake Ozark

9. Proposed zoning classification: Light Industrial

10. How long have you owned this property? June, 2004

11. Current use of property (describe all improvements): Auto body repair facility & Storage lot for vehicles

12. Current use of all property adjacent to subject property: See attached North:

South: East: West:

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:

N/A

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?

Not within the city limits of Osage Beach

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

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

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

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

None

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

Not affect

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):

To facilitate the construction of a collision repair facility

**Notary Information**

State of Missouri }  
County of Camden } ss

I, Allen Scott, 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.

*Allen Scott*

4-18-2013

Signature Owner/Applicant:

Date:

Subscribed and sworn to before me on this 18<sup>th</sup> day of April, 2013.

*R. Gilleland*

Notary Public:

11/12/16

My Commission Expires:



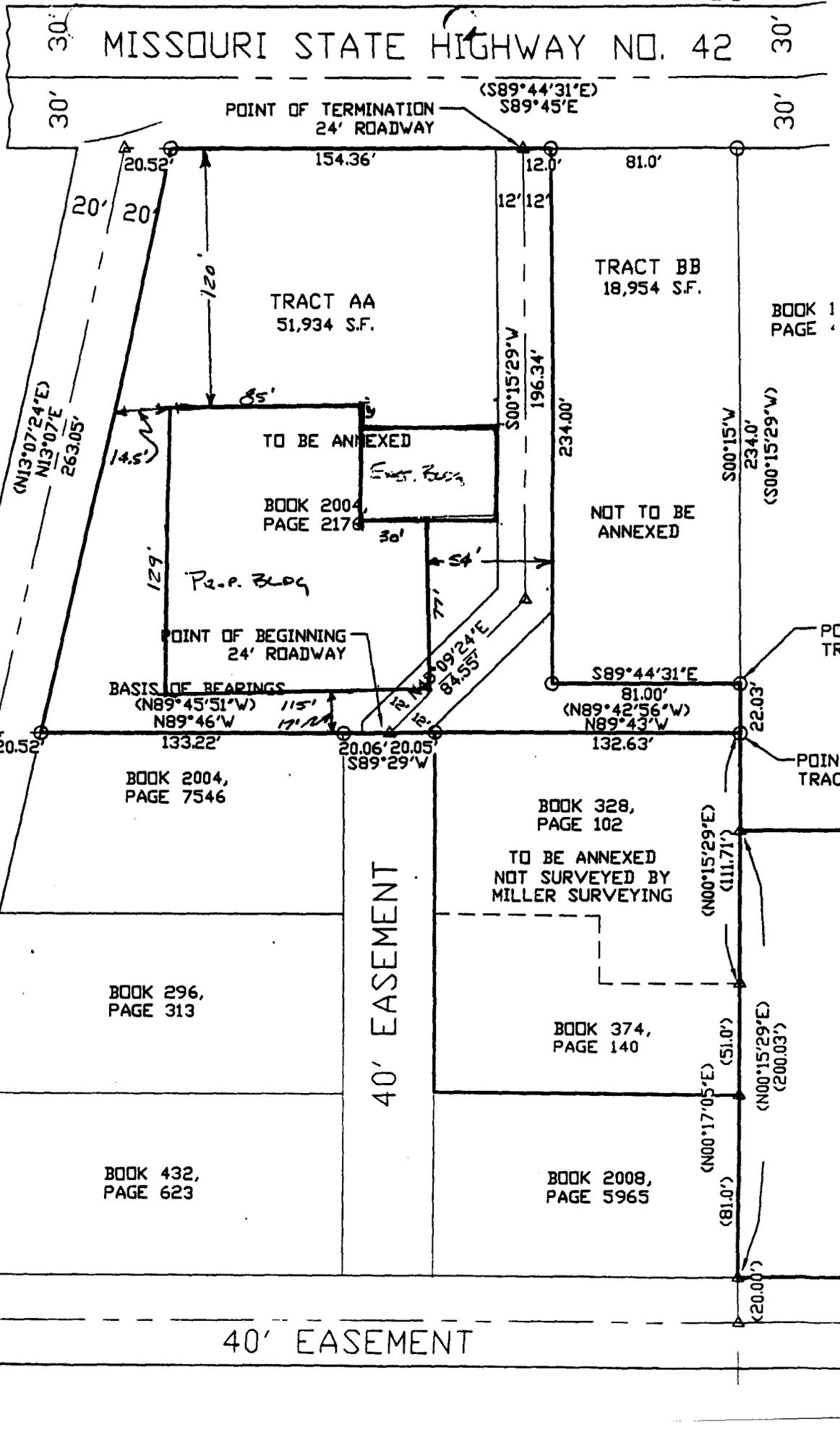
R. GILLELAND  
My Commission Expires  
November 12, 2016  
Camden County  
Commission #12678517

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

MISSOURI STATE HIGHWAY NO. 42



000040



"Complete Collision & Fiberglass Repair -  
Computerized Frame Measuring, ASE & I-Car  
Certified Techs."

435 Highway 42  
Kaiser, MO 65047

Auto body: (573)348-9070  
Fax: (573)348-4978  
Towing: (573)348-4748

Thursday, April 18, 2013

Attn: Planning Commission

This is a request to rezone property @ 435 Highway 42 .

The property is currently zoned A1. I request that it be rezoned Light Industrial.

For the purpose of building a collision repair facility . This property was voluntarily annexed in to the city

In 2010 . With no other past or present zoning issues .

Allen Scott

[allen@hitechbody.com](mailto:allen@hitechbody.com)

Hi-Tech Auto Body, Inc.  
435 Hwy 42  
Kaiser, MO 65047

(573)348-9070

**Submission Date:** May 24, 2013

**Submitted By:** City Attorney

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-18 – To regulate the parking within fire lanes to specifically prohibit stopping, standing, or parking within a fire lane on private property. The new language is found at Section 355.010.A.1.i

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

Drivers, shoppers, fire department, shopping center owners.

**Why is Board Action Required?**

Board action is required to adopt an ordinance.

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

Request first reading of Bill 13-18.

**Are there any deadlines associated with this action?**

No.

**Department Comments:**

Recommend adoption. This makes clear that a person may not stop, stand, or park within a designated fire lane. This ordinance was requested by the Police Department.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

BILL NO. 13- 18

ORDINANCE NO. 13-18

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS WITHIN CHAPTER 355, SPECIFICALLY SECTIONS 355.010 A 1 I RELATING TO PARKING WITHIN A FIRE OR EMERGENCY SERVICES LANE ON PUBLIC OR PRIVATE PROPERTY

WHEREAS, parking or standing within an emergency services lane can seriously impair the ability of police, fire, or ambulance personnel to respond to and aid those impacted by an accident or disaster, and

WHEREAS, the duty of all citizens to keep a fire or emergency services lane clear and unobstructed at all times should be plainly and clearly stated in the ordinances.

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

Section 1. Section 355.010 is hereby repealed.

Section 2. There is hereby enacted into law a new Section 355.010 as follows:

**SECTION 355.010: STOPPING, STANDING OR PARKING PROHIBITED**

A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a Police Officer or official traffic control device, no person shall:

1. Stop, stand or park a vehicle:
  - a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
  - b. On a sidewalk;
  - c. Within an intersection;
  - d. On a crosswalk;
  - e. Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the (traffic authority) indicates a different length by signs or markings;
  - f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

g. Upon any bridge or other elevated structure upon a highway or within a highway tunnel; or

h. At any place where official signs prohibit stopping.

**i. within or obstructing either wholly or partially, any designated fire lane upon any public or private property.**

2. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

a. In front of a public or private driveway;

b. Within thirty (30) feet of an intersection;

c. Within fifteen (15) feet of a fire hydrant;

d. Within twenty (20) feet of a crosswalk at an intersection;

e. Within thirty (30) feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway;

f. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance (when properly signposted); or

g. At any place where official signs prohibit standing.

3. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:

a. At any place where official signs prohibit parking.

B. No person shall move a vehicle not lawfully under his/her control into any such prohibited area or away from a curb such a distance as is unlawful.

### Section 3 Severability

The chapter, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or 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 4 Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. Effective Date.

This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: \_\_\_\_\_; READ SECOND TIME: \_\_\_\_\_.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

I hereby certify that the above Ordinance No. 13.18 was duly passed on this \_\_\_\_ day of \_\_\_\_\_, 2013 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____	Nays _____
Abstaining _____	Absent _____

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

I hereby APPROVE the above Ordinance No. 13.18.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** May 21, 2013

**Submitted By:** City Engineer

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-31 – To allow the Mayor to execute Construction Contract No. OB13-010 for the 2013 Pavement Markings project.

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

Citizens of Osage Beach, K. W. Luetkemeyer Painting & Wall Covering, material suppliers, and City Staff.

**Why is Board Action Required?**

Board approval required for contracts over \$5000.

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

Motion to approve first and second readings of Bill 13-31.

**Are there any deadlines associated with this action?**

As soon as possible to have the roads completed for the summer season.

**Comments and Recommendation of Department:**

Bids were opened on May 21, 2013. There was one bidder. The apparent low bidder is K.W. Luetkemeyer Painting & Wall Covering with a low bid of \$13,016.20. The Bid Tab is attached.

This project was budgeted under Item No. 20-00-764208, Road Striping in the amount of \$60,000. Extra funds were budgeted in this account to cover the cost of striping Osage Beach Parkway; however, depending on when the City takes over the Parkway, the extra funds may or may not be used.

The Engineering Department has reviewed the bidding documents and found them to be in order. We have done work with K.W. Luetkemeyer Painting & Wall Covering in the past.

The Engineering Department recommends approval of Bill 13-31 for Construction Contract OB13-010, for the 2013 Pavement Markings Project to be awarded to K.W. Luetkemeyer Painting & Wall Covering in the amount of \$13,016.20. A first and second reading is requested.

**City Administrator's Comments and Recommendation:**

Concur with the recommendation of the City Engineer.



BID TABULATION  
 2013 PAVEMENT MARKINGS  
 OB13-010

Bid Opening May 21, 2013				Engineer's Estimate			KW Luetkemeyer Jefferson City, MO		
Item No.	Description	Est. Quantit	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Double Yellow Lines	16256	LF	\$ 0.27	\$ 4,389.12	\$ 0.25	\$ 4,064.00	\$ 0.25	\$ 4,064.00
2	White Fog Lines	24975	LF	\$ 0.15	\$ 3,746.25	\$ 0.16	\$ 3,996.00	\$ 0.16	\$ 3,996.00
3	White Dashed Lines	900	LF	\$ 0.15	\$ 135.00	\$ 0.16	\$ 144.00	\$ 0.16	\$ 144.00
4	24" Wide Stop Lines	212	LF	\$ 7.00	\$ 1,484.00	\$ 4.35	\$ 922.20	\$ 4.35	\$ 922.20
5	Painted Directional Arrows	32	EA	\$ 110.00	\$ 3,520.00	\$ 70.00	\$ 2,240.00	\$ 70.00	\$ 2,240.00
6	Text ("ONLY")	2	EA	\$ 110.00	\$ 220.00	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00
7	Force Account	1	LS	\$1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
<b>Total Base Bid</b>					\$ 14,894.37		\$ 13,016.20		\$ 13,016.20

BILL NO. 13-31

ORDINANCE NO. 13.31

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH K.W. LUETKEMEYER PAINTING AND WALL COVERING FOR THE 2013 PAVEMENT MARKING PROJECT

WHEREAS, the City of Osage Beach seeks to engage a company for the 2013 Pavement Marking Project; and

WHEREAS, the City issued an Invitation to Bid for the 2013 Pavement Marking Project; and

WHEREAS, K. W. Luetkemeyer Painting & Wall Covering submitted the lowest and best bid; and

WHEREAS, the City has determined K. W. Luetkemeyer Painting & Wall Covering is able to provide such services as described in the specifications for the 2013 Pavement Marking Project.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with K.W. Luetkemeyer Painting & Wall Covering substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed thirteen thousand sixteen dollars and 20 cents (\$13,016.20).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 13.31 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.31.

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** May 24, 2013

**Submitted By:** City Attorney

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-32 - To regulate the acceptance of streetlights into the public system, providing standards and practices for the evaluation of existing and newly constructed street lights.

Bill 13-32 deletes references to the Public Infrastructure Advisory Committee and specifies the responsible individuals on the city staff who should review an application to accept a street light. It also makes grammar and language changes to make the ordinance clear.

A clean copy of Bill 13-32 is attached. Below is a redline version showing the changes. Material struck out is deleted and material underlined is new.

**SECTION 510.180: GUIDELINES FOR CONSIDERATION IN ACCEPTING  
ADDITIONAL STREET LIGHTING INTO THE PUBLIC STREET SYSTEM**

The guidelines for acceptance of street lights are as follows:

1. At least sixty-six percent (66%) of the owners on the public street within the area of need must have requested a street light.
2. The proposed street light must light~~be on~~ a public street.
3. There is a high~~high~~sufficient concentration of pedestrian traffic, vehicular accidents or high incident of crime to require a street light as recommended~~determined~~ by the Chief of Police.
4. The proposed street light must be within~~in~~ the City of Osage Beach corporate limits.
5. The proposed street light must serve at least four (4) residences, if the area is residential.

6. The proposed street light shall serve at least two (2) businesses, if the area is commercial.

7. All street lighting shall be installed and inspected in accordance with Chapter 410, Subdivision Regulations, of the Code of Ordinances of the City of Osage Beach.

SECTION 510.190: GUIDELINES FOR CONSIDERATION IN ACCEPTING EXISTING STREET LIGHT(S) AND ACCESSORIES INTO THE PUBLIC STREET SYSTEM

A. ~~All~~ Any existing street light(s) and accessories proposed to be accepted into the public inventory shall have met all the requirements of been installed or upgraded and inspected in accordance with Sections 410.390 and 410.400 of the Code of Ordinances of the City of Osage Beach.

B. Any pProperty owner, developer, home owners association or subdivision association or any other person or entity proposing to transfer s-have purchased the existing any street lights and accessories to the and ownership of the City shall produce sufficient proof that they are the legal owners of those street lights and accessories and that they have the legal authority to make such a transfer. ~~has been transferred to the City.~~

SECTION 510.200: BOARD OF ALDERMEN ASSURANCES AND ACTIONS IN ACCEPTING OR REJECTING STREET LIGHTING PETITIONS

A. The Board of Aldermen may accept the original petition for placement of a street light and review it for accuracy and completeness ~~accuracy, completeness and compliance with Section 510.180.~~

B. The Board of Aldermen may place additional conditions as may be reasonable.

C. When a street light proposal is accepted under this section, t ~~The Board of Aldermen shall not guarantee immediate installation of anyproposed additional street lights, but maywill consider such installation as part of the City's public improvements budget, after the street light proposal is accepted.~~

D. The Board of Aldermen may reject ~~acceptance of the a~~ proposed street light for any reason includingif the Board of Aldermen feel there are in the lack of adequate resources available to install and maintain the proposed street light.

E. The Board of Aldermen may, by a two-thirds (2/3) majority, waive any of the requirements of Section 510.180.

SECTION 510.210: PROCEDURES

A. All petitions for a new street light or petitions for acceptance of an existing street light ~~applications shall be submitted pursuant to this section~~ City policy on forms and in

the format established by the ~~procedures of~~ Clerk of the City of Osage Beach. Forms may be obtained from the office of the City Clerk.

B. All ~~petitions~~ applications shall be reviewed by the City Administrator, City Engineer, City Planner and Superintendent of Public Works before the application is submitted to the Board of Aldermen. ~~Public Infrastructure Advisory Committee.~~

C. After review and approval by the City Administrator, City Engineer, City Planner and Superintendent of Public Works ~~Public Infrastructure Advisory Committee~~, the completed ~~petition~~ application shall be forwarded to the Board of Aldermen for their consideration ~~with their recommendation.~~

D. The Board of Aldermen may approve the ~~petition~~ application if they are of the opinion it is in the best interest of the City.

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

Developers, current homeowners and city staff assigned to the issue.

**Why is Board Action Required?**

Board action is required to adopt an ordinance.

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

Request first reading of Bill 13-32.

**Are there any deadlines associated with this action?**

No.

**Department Comments:**

Recommend adoption.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

BILL NO. 13-32

ORDINANCE NO. 13.32

AN ORDINANCE REGULATING THE ACCEPTANCE OF STREETLIGHTS INTO THE PUBLIC SYSTEM, PROVIDING STANDARDS AND PRACTICES FOR THE EVALUATION OF EXISTING AND NEWLY CONSTRUCTED STREET LIGHTS BY REPEALING SECTIONS 510.180 TO 510.210 OF THE CODE AND REENACTING IN PLACE THEREOF FOUR NEW SECTIONS ON THE SAME NUMBER.

BE IT ORDAINED by the Board of Alderman of the City of Osage Beach, Missouri as follows:

Section 1. Sections 510.180, 510.190, 510.200 and 510.210 of the Osage Beach Municipal Code are hereby repealed.

Section 2. There are hereby enacted four new Sections 510.180, 510.190, 510.200 and 510.210 of the Osage Beach Municipal Code as follows:

**SECTION 510.180: GUIDELINES FOR CONSIDERATION IN ACCEPTING ADDITIONAL STREET LIGHTING INTO THE PUBLIC STREET SYSTEM**

The guidelines for acceptance of street lights are as follows:

1. At least sixty-six percent (66%) of the owners on the public street within the area of need must have requested a street light.
2. The proposed street light must light a public street.
3. There is a sufficient concentration of pedestrian traffic, vehicular accidents or high incident of crime to require a street light as recommended by the Chief of Police.
4. The proposed street light must be within the City of Osage Beach corporate limits.
5. The proposed street light must serve at least four (4) residences, if the area is residential.
6. The proposed street light shall serve at least two (2) businesses, if the area is commercial.
7. All street lighting shall be installed and inspected in accordance with Chapter 410, Subdivision Regulations, of the Code of Ordinances of the City of Osage Beach.

**SECTION 510.190: GUIDELINES FOR CONSIDERATION IN ACCEPTING EXISTING STREET LIGHT(S) AND ACCESSORIES INTO THE PUBLIC STREET SYSTEM**

- A. Any existing street light(s) and accessories proposed to be accepted into the public inventory shall have met all the requirements of Sections 410.390 and 410.400 of the Code of Ordinances of the City of Osage Beach.
- B. Any property owner, developer, home owners association or subdivision association or any other person or entity proposing to transfer any street lights and accessories to the ownership of the City shall produce sufficient proof that they are the legal owners of those street lights and accessories and that they have the legal authority to make such a transfer.

**SECTION 510.200: BOARD OF ALDERMEN ASSURANCES AND ACTIONS IN ACCEPTING OR REJECTING STREET LIGHTING PETITIONS**

- A. The Board of Aldermen may accept the original petition for placement of a street light and review it for accuracy, completeness and compliance with Section 510.180.
- B. The Board of Aldermen may place additional conditions as may be reasonable.
- C. When a street light proposal is accepted under this section, the Board of Aldermen shall not guarantee immediate installation of any additional street lights, but may consider such installation as part of the City's public improvements budget.
- D. The Board of Aldermen may reject a proposed street light for any reason including the lack of adequate resources to install and maintain the proposed street light.
- E. The Board of Aldermen may, by a two-thirds (2/3) majority, waive any of the requirements of Section 510.180.

**SECTION 510.210: PROCEDURES**

- A. All petitions for a new street light or petitions for acceptance of an existing street light shall be submitted pursuant to this section on forms and in the format established by the Clerk of the City of Osage Beach. Forms may be obtained from the office of the City Clerk.
- B. All petitions shall be reviewed by the City Administrator, City Engineer, City Planner and Superintendent of Public Works before the application is submitted to the Board of Aldermen.
- C. After review and approval by the City Administrator, City Engineer, City Planner and Superintendent of Public Works, the completed petition shall be forwarded to the Board of Aldermen for their consideration

D. The Board of Aldermen may approve the petition if they are of the opinion it is in the best interest of the City.

Section 7. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or 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 8. 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 9. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: \_\_\_\_\_ READ SECOND TIME: \_\_\_\_\_

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

I hereby certify that the above Ordinance No. 13.32 was duly passed on \_\_\_\_\_, 2013 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

I hereby APPROVE the above Ordinance No. 13.32.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** May 28, 2013  
**Submitted By:** Planning Commission  
**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-34. Request for Preliminary and Final Plat Approval for Blue Harbor Commercial 2<sup>nd</sup> Amended Plat.

Terry Ross is requesting preliminary and final plat approval for twelve (12) commercial building parcels.

**Location:**

Off of Dude Ranch Road on Port Lane

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

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

**Why is Board Action Required?**

In accordance with code section 410.170, the Board of Aldermen must approve major final subdivision plats.

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

Approval of the Preliminary and Final Plat for Blue Harbor Commercial 2<sup>nd</sup> Amended Final Plat

Motion to approve **first and second readings** of Bill 13-34 for Blue Harbor Commercial 2<sup>nd</sup> Amended Final Plat.

**Are there any deadlines associated with this action?**

No, but the applicant wishes to begin placing residential structures on these lots as soon as possible.

## Agenda Item Summary Sheet

June 6, 2013

Blue Harbor Commercial 2<sup>nd</sup> Amended Preliminary and Final Plats**Comments and Recommendation of the Planning Department:**

**Subdivision Name:** Blue Harbor Commercial 2nd Amended Preliminary and Final Plats

**Location:** Approximately 500 feet off of Dude Ranch Road on Port Lane.

**Section/Township/Range:** 10/39/16

**Applicant:** Terry Ross

**Professional Services:** Allen Surveying and Midwest Engineering

**Tract Size:** 3.86 acres (12 commercial lots)

**Zoning:** C-1 (General Commercial)

**Surrounding Land Use:**

**North:** Condo Development, Single Family Housing

**South:** Two Family Housing

**East:** Marina, Single Family Housing

**West:** Resort PUD

**Department Comments****Preliminary:**

- 1) The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements
- 2) The City Engineer is still in the process of reviewing the public improvement plans, specifically dealing with the sewer design for the development. The public improvement plans and sewer design must be approved and an engineer's estimate and letter of credit for the required sewer improvements must be included before final plat approval and recording takes place.

**Final:**

- 1) The plat was reviewed for code compliance and was found to be consistent with the final plat requirements.

Agenda Item Summary Sheet

June 6, 2013

Blue Harbor Commercial 2<sup>nd</sup> Amended Preliminary and Final Plats

**Because the subject plats are consistent with the regulations for subdividing property established by the City of Osage Beach Subdivision Code and are consistent with the portion of the development that has been approved by Special Use Permit as well as the portion that is still under review, the Planning Department recommends approval of the requested preliminary and final plats with the approval of the public improvement plans, Special Use Case 364, and the submittal of an engineer's estimate and a letter of credit for the required public improvements.**

**Planning Commission Recommendation**

The Planning Commission concurs with Staff's recommendation for approval.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Planner and the Planning

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPROVING THE FINAL PLAT OF BLUE HARBOR SECOND AMENDED PLAT, A SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

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

Section 1. That the final plat of Blue Harbor Second Amended Plat, a subdivision in Osage Beach, Camden County, Missouri, is hereby approved by the Board of Aldermen of the City of Osage Beach, Missouri.

Section 2. That this Ordinance shall be in full force and effect upon date of passage and approval of the Mayor.

READ FIRST TIME: \_\_\_\_\_ READ SECOND TIME: \_\_\_\_\_

I hereby certify that the above Ordinance No. 13.34 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance 13.34.

\_\_\_\_\_  
Date

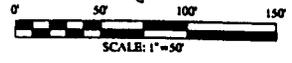
\_\_\_\_\_  
Penny Lyons, Mayor

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

# "BLUE HARBOR COMMERCIAL, 2nd AMENDED PLAT"

SW 1/4, SE 1/4  
Section 3-39-16



Lansy D. Allen, L.S.  
L.S. #1670

NOTE: SET NO. 4 BAR & CAP,  
UNLESS OTHERWISE NOTED.

Sec. 3-39-16  
Sec. 10-39-16

Blue Moon Marina, Inc.  
Bk. 543, Pg. 405

Reinvestment Enterprises, L.L.C.  
Bk. 689, Pg. 508

NE 1/4, NW 1/4  
Section 10-39-16

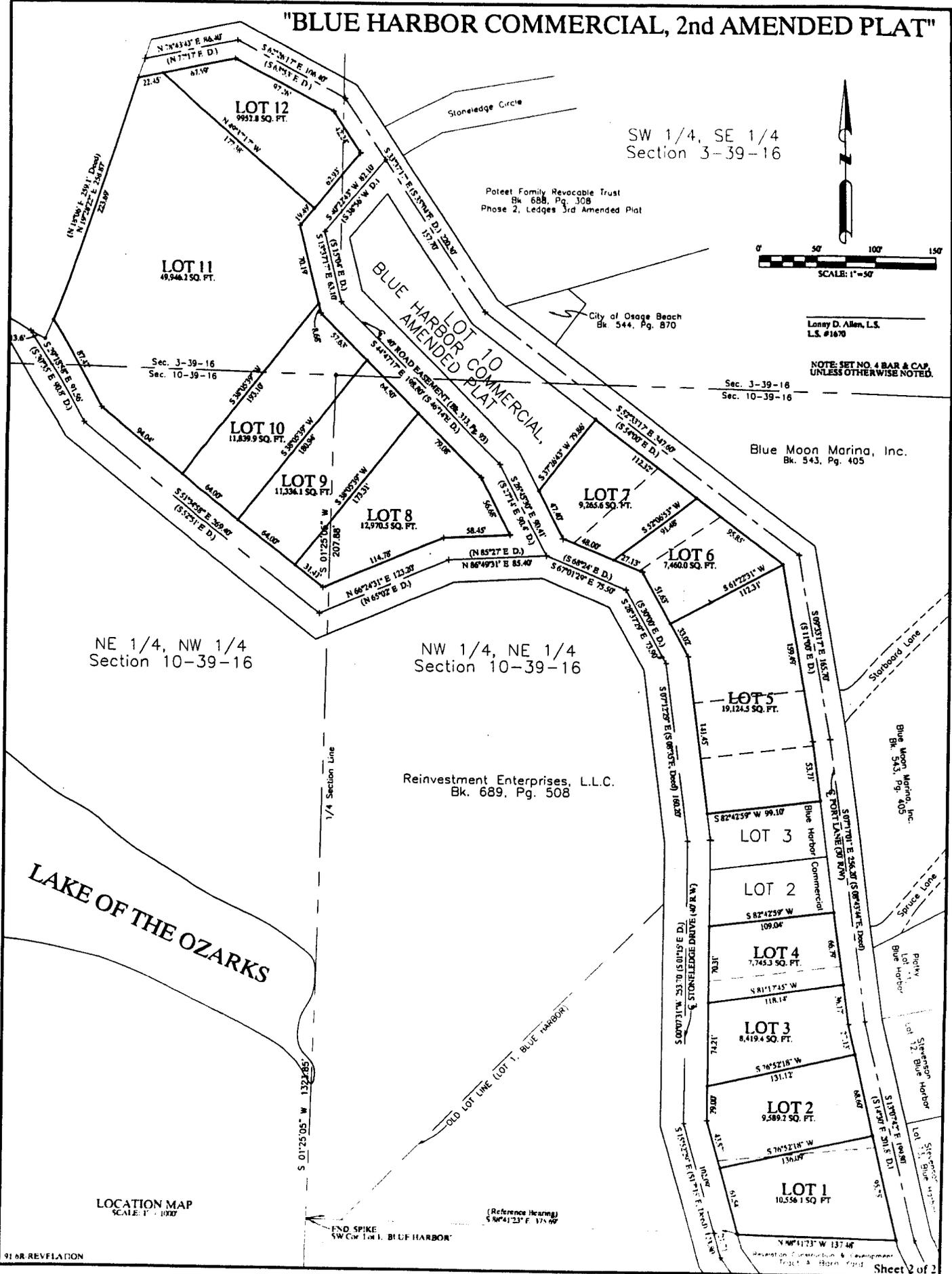
NW 1/4, NE 1/4  
Section 10-39-16

## LAKE OF THE OZARKS

LOCATION MAP  
SCALE: 1" = 100'

(Reference Hearing)  
S 86°41'23" E 175.00'

END SPIKE  
SW COR. LOT 1, BLUE HARBOR



**Submission Date:** May 28, 2013

**Submitted By:** City Engineer

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-35 - To authorize Mayor to enter into agreement for the award of the proposed Construction Contract No. OB13-013 for the Lee C. Fine Memorial Airport Hangar Construction.

**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 \$5000.

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

Request first and second readings of Bill 13-35.

**Are there any deadlines associated with this action?**

We would like to complete this project as soon as possible.

**Comments and Recommendation of Department:**

Bids were opened on May 17, 2013 for the Hangar Construction at Lee C. Fine Memorial Airport. There were 5 bidders. The Bid Tabulation is attached.

This project was bid with a base bid and an additive alternate. The base bid was the construction of a 3-Unit Pre Engineered Box Hangar. The Additive Alternate was to construct one additional hangar unit. We bid this project with the idea that we would like 4 hangars if funding allowed.

Funding for this project comes from 45-00-773020 Hangar Project in the amount of \$795,900. This project will receive non-primary entitlement funds. Some of these funds will only require a 5% City match and the other portion of these funds will require a 10% City match. We are working with MoDOT to determine what the exact percentage of the City match. The City has adequate non-primary entitlement funds to fund this project. A State Block Grant Agreement with MoDOT will be brought to the Board of Aldermen at a future meeting.

CMT, our consultant engineering firm for the project, has reviewed the Tabulation of Bids and Bidders. Based upon the Tabulation of Bids, the proposal form and the available funding, CMT recommends that the contract for the above referenced project be awarded to Curtiss-Manes-Schulte, Inc. of Eldon, MO in the amount of \$688,272.43 for the base bid and alternate number 1.

We have received permission from the Missouri Department of Natural Resources State Park Division.

The Engineering Department recommends approval of the ordinance and a first and second reading is requested.

**City Administrator's Comments and Recommendation:**

Concur with the recommendation of the City Engineer.



000065

AVIATION • HIGHWAYS & BRIDGES  
WATER & WASTEWATER • LAND DEVELOPMENT**CRAWFORD, MURPHY & TILLY, INC.**  
CONSULTING ENGINEERS

May 24, 2013

Mr. Nick Edelman, PE, City Engineer  
City of Osage Beach, MO  
1000 City Parkway  
Osage Beach, MO 65065

Dear Mr. Edelman:

**Re: RECOMMENDATION OF AWARD**  
*Lee C. Fine Memorial Airport*  
*Base Bid: Construct 3-Unit Pre-Engineered Box Hangar*  
*Alternate 1: Construct Additional Box Hangar Unit*  
*State Project No. 12-046B-2*  
*CMT Project No. 124860200*

We have reviewed the information on the bids received on May 17, 2013 for the above referenced project. Based upon our review of the bid proposals, the lowest responsible bidder is:

Curtiss-Manes-Schulte, Inc.  
P.O. Box 233  
1211 Business 54 South  
Eldon, MO 65026

Based upon the Tabulation of Bids, the proposal form and the available funding, CMT recommends that the contract for the above referenced project be awarded to Curtiss-Manes-Schulte, Inc., in the amount of \$688,272.43 for both the base bid and alternate number 1.

We are submitting with this letter the Tabulation of Bids and Bid Proposal from Curtiss-Manes-Schulte, Inc. along with a copy of their Bid Deposit. Upon the City of Osage Beach's concurrence, please send these documents along with the enclosed cover letter to MoDOT for their formal review at the following address:

Via U.S. Mail  
Ms. Elizabeth Duvall  
Missouri Department of Transportation  
MoDOT Aviation Section  
P.O. Box 270  
Jefferson City, MO 65102

Via UPS/FedEx  
Ms. Elizabeth Duvall  
Missouri Department of Transportation  
MoDOT Aviation Section  
105 West Capitol Ave.  
Jefferson City, MO 65101

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

Sincerely,  
CRAWFORD, MURPHY & TILLY, INC.

Brian Hutsell, P.E.  
Project Manager

Enclosures: Cover Letter, Tabulation of Bids, Bid Proposal from Curtiss-Manes-Schulte, Inc., Curtiss-Manes-Schulte, Inc. Statement of Qualifications, List of Subcontractors/Suppliers, Bid Deposit



BID OPENING

LCF Airport Box Hangars

05/17/2013

1:00 p.m.

The following bids were opened by Deputy City Clerk Dorothy Urlicks and witnessed by Engineering Department Secretary Kimberly Willey.

<b>Bidder Name</b>		<b>Amount of Bid</b>
RL Persons Const. Inc.	Base Bid	\$710,413.70
	Alternate 1	\$188,625.20
	Total	\$899,038.90
Septagon Const.	Base Bid	\$600,000.00
	Alternate 1	\$128,000.00
	Total	\$728,000.00
Bales Const. Co., Inc.	Base Bid	\$644,078.25
	Alternate 1	\$106,853.00
	Total	\$750,931.25
Huey Const.Co.	Base Bid	\$611,118.00
	Alternate 1	\$140,811.00
	Total	\$751,929.00
Curtiss Manes Schulte Inc.	Base Bid	\$564,043.91
	Alternate 1	\$124,228.52
	Total	\$688,272.43

BILL NO. 13-35

ORDINANCE NO. 13.35

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CURTISS MANES-SCHULTE INC. FOR CONSTRUCTING HANGARS AT THE LEE C. FINE MEMORIAL AIRPORT

WHEREAS, the City of Osage Beach seeks to engage a company for constructing hangars at the Lee C. Fine Memorial Airport; and

WHEREAS, the City issued an Invitation to Bid for the Hangars at the Lee C. Fine Memorial Airport; and

WHEREAS, Curtiss Manes-Schulte Inc. submitted the lowest and best bid; and

WHEREAS, the City has determined Curtiss Manes- Schulte Inc. is able to provide such services as described in the specifications for the Lee C. Fine Memorial Airport Hangar Project.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Curtiss Manes-Schulte Inc. substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed six hundred eighty-eight thousand, two hundred seventy two dollars and 43 cents (\$688,272.43).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 13.35 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.35.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Penny Lyons, Mayor

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk



May 20, 2013

Nicholas Edelman, PE  
City Engineer  
City of Osage Beach  
1000 City Parkway  
Osage Beach, MO 65065

Dear Mr. Edelman:

This is in reference to your recent correspondence regarding the construction of three or four box hangar units by the City of Osage Beach at Lee C. Fine Airport. We received the plans and specifications per your e-mail of May 6, 2013. Planning and Development staff has reviewed the plans and specifications and have approved them. Our Missouri State Parks Director, Bill Bryan has approved and signed our copy of the plans. Therefor approval for the construction of the box hangars is granted per Article IV of the March 5, 1999 Lease Agreement, Amendment No. 1 dated August 7, 2003. 2. "For any leasehold improvements under this paragraph, Lessee shall provide the plans and specifications for the proposed improvement to Lessor at least 90 days prior to beginning construction. Lessee may not begin construction without first receiving written approval of the project from Lessor. Lessor shall respond to any request for approval within 30 days from receipt of the request."

Please notify my office as soon as practical when construction is expected to begin. If further information is needed for you to move forward with this project, please let me know.

Very truly yours,

MISSOURI STATE PARKS

A handwritten signature in cursive script, appearing to read "Jane Dale".

Jane Dale  
Director, Planning and Development Program

c: William J. Bryan  
Mary Bryan  
Denny Bopp  
Bill Arnold

**Submission Date:** May 30, 2013

**Submitted By:** City Engineer

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Bill 13-36 – To award Engineering Services Contract No. AEOB13-014 Grand Glaize Land Purchase Services.

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

Citizens and visitors, future contractors and suppliers, Crawford, Murphy & Tilly, City Staff

**Why is Board Action Required?**

Board Action required approving ordinances

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

Request first and second readings of Bill 13-36.

**Are there any deadlines associated with this action?**

It's fairly important to keep the land process moving forward in order to minimize the time between when the City provides the capital outlay to purchase the properties, and when they can receive reimbursement from MoDOT on the parcels.

**Comments and Recommendation of Department Head:**

This agreement is entered into by Crawford, Murphy & Tilly, Inc. and the City of Osage Beach, Missouri for CMT to perform professional services to accomplish a project at the Grand Glaize Airport.

The project involves assisting the City of Osage Beach in acquiring two parcels of land, revising ALD and Airport Property Map to show acquisition limits, and completing

reimbursement certifications. The contract shall not exceed a maximum amount payable of \$14,500. Funding is from Account #47-00-773105, Land Purchase.

The Engineering Department recommends approval of Bill 13-36 authorizing the Mayor to execute the agreement. A first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Engineer.

BILL NO. 13-36

ORDINANCE NO. 13.36

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

WHEREAS, the City of Osage Beach seeks to engage a company to assist the City in acquiring two parcels of land, revising the ALD and the airport property map; and

WHEREAS, the City has determined Crawford, Murphy & Tilly, Inc. is able to provide such services as described in Exhibit 1 of Project Number 13-045A-1 titled Project Description.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed fourteen thousand five hundred dollars (\$14,500.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 13.36 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 13.36.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Penny Lyons, Mayor

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

Airport Name: Grand Glaize-Osage Beach  
Project No.: 13-045A-1  
County: Camden

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

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

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the **Grand Glaize-Osage Beach** Airport.

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

WHEREAS, while the Sponsor intends to accomplish a project at the **Grand Glaize-Osage Beach** Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

(5) RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete **0.0%** of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

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

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

(8) SUBCONSULTANTS:

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

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Environmental Operations, Inc.	1530 South 2 <sup>nd</sup> St. Saint Louis, MO 63104	Environmental
Allen Surveying	5727 Chapel Ln. Osage Beach, MO 65065	Survey
Phillips & McElyea	85 Court Circle NW Camdenton, MO 65020	Title Services

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

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

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

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

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

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

made by the Consultant to such DBE subconsultants.

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$14,500**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

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

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

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

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

and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

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

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

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

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

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

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

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

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

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

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

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

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

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

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with **AutoCAD 2012** (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

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

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

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

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

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

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

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

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

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

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

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

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

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

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

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

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

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

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

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

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

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

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

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive

possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

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

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

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

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

(19) AVIATION FEDERAL AND STATE CLAUSES:

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

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Energy Policy and Conservation Act:

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

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

this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

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

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

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

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

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Roy W. Remington, C.M., Project Manager		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive Gateway Tower, Suite 500		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	rremington@cmtengr.com		

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

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

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

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

(26) SEVERABILITY AND SURVIVAL:

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

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

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

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

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

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

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

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

Executed by the Consultant the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Sponsor the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sponsor:  
City of Osage Beach, Missouri

Consultant:  
Crawford, Murphy & Tilly, Inc.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Penny Lyons  
Title: Mayor

Name: Daniel R. Meckes, P.E.  
Title: President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

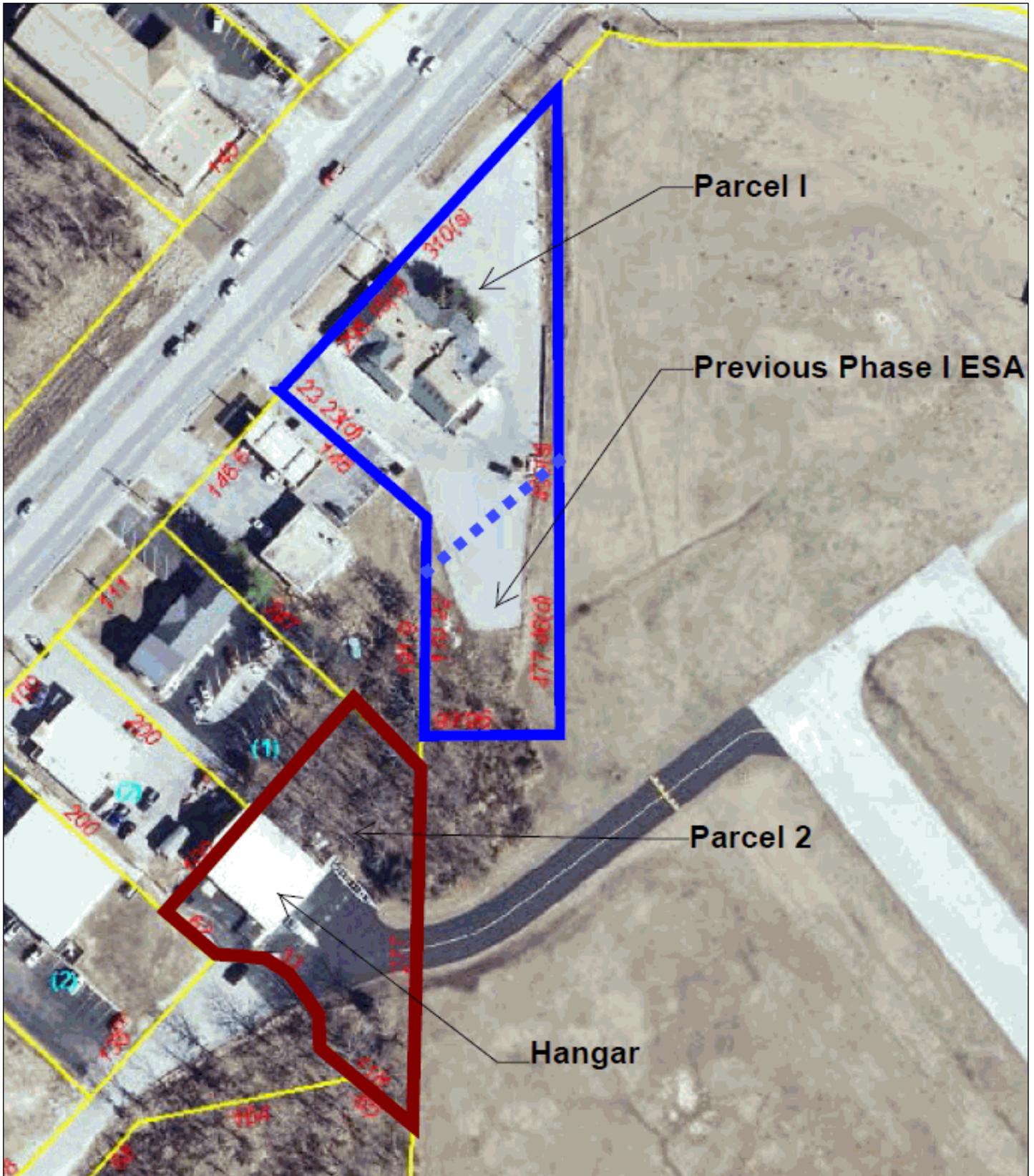
Name: Diann Warner  
Title: City Clerk

Name: Timothy P. Tappendorf, P.E.  
Title: Manager, St. Louis Office

## **EXHIBIT I**

### **PROJECT DESCRIPTION**

1. Assist Sponsor in acquiring two (2) parcels through the willing seller process
2. Revise ALD and Airport Property Map to show acquisition limits
3. Complete reimbursement certifications



Source: Camden County GIS

## Willing Seller Parcels

Exhibit I-2

## EXHIBIT II

### SCOPE OF SERVICES

#### **Background**

The Grand Glaize-Osage Beach Airport is a general aviation airport owned by the City of Osage Beach. The City of Osage Beach, as Sponsor to the Airport, proposes to seek fee acquisition of 2 parcels. The first parcel is a restaurant located in the Runway Protection Zone (RPZ) to Runway 14. The second parcel is a privately owned hangar located on adjacent property that currently provides through-the-fence access to the airfield. Both parcels have recently been put up for sale by their current owners. In order to take advantage of this market opportunity, the Sponsor desires to pursue fee simple interest in the parcels through the willing seller process in order to safeguard the RPZ from incompatible land use, and meet FAA grant assurance requirements.

#### **Task 1.0 Project Formulation**

##### **Task 1.1 Scope, Cost, & Schedule**

A scope of services will be prepared describing each item of work required for completion of the property related project based on guidance provided by the Sponsor and the Missouri Department of Transportation (MoDOT) and in accordance with appropriate FAA Advisory Circulars, Federal Aviation Regulations (FAR), and FAA Orders. Project parameters will be established and defined through telephone calls, meetings, and discussions with the Sponsor. Each task within the scope of services will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will also be prepared for direct expenses such as materials, printing, and any other necessary costs related to the project. A schedule identifying project milestones will also be prepared. Coordination of the work scope and contract will be conducted with the Sponsor and MoDOT. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant agreements.

##### **Task 1.2 Acquisition Plan**

The Consultant shall perform necessary functions to develop a project team. Requests for proposals (RFP) will be prepared for survey, title, and environmental services. The Consultant will evaluate all proposals and select providers with approval from the Sponsor. Subconsultant agreements will be prepared and executed as part of this task. It is the intent of the Sponsor to utilize in-house Counsel for legal services including sales contract, property deed recording, and closing; therefore, procurement of legal services will be limited to development of a title opinion for the two (2) parcels to be acquired. The Consultant shall prepare an exhibit delineating the proposed parcel acquisitions, subdivision limits, and previous environmental clearances. Coordination shall be performed with MoDOT and Sponsor to seek approval of the land acquisition plan prior to initiating preliminary activities.

## **Task 2.0 Land Acquisition Items**

### **Task 2.1 Property Survey**

Boundary surveys will be prepared for each parcel to be acquired. The Consultant shall provide the surveyor with the applicable title information for use in conducting boundary surveys. The surveyor shall perform necessary pre-field investigations to determine local benchmarks and other pertinent information. The surveyor will prepare survey plats which will depict the following information: limits of existing ownership, limits of proposed acquisition, a legal description in metes and bounds of the proposed acquisition area with total area acquired and remainder, and location and shape of improvements on the proposed area. The surveyor shall conduct all steps necessary in obtaining local approval of plats of survey including applicable land subdivision requirements.

### **Task 2.2 Title Research / Title Opinion**

The Consultant shall coordinate the procurement of title services with a local title company. A records search will be performed on up to two (2) parcels to ascertain the current ownership and encumbrances of each property to be acquired. Information will be compiled into a preliminary title commitment including property owner name(s), parcel legal description, encumbrances and liens, and necessary actions to cure title deficiencies. The title commitment will be reviewed by the Consultant to gain an understanding of the current condition of the title. Based on the findings of the records search, the title company will prepare a title report for each of the two (2) parcels to be acquired on which a title opinion can be rendered. A one page title opinion will be rendered by a licensed attorney in conjunction with the title reports. All other legal counsel for the project will be provided by the Sponsor, thus any additional legal functions necessary for the project are considered separate from this agreement.

### **Task 2.3 Phase I Environmental Site Assessment**

An assessment of hazardous materials will be conducted for each property to be acquired via a Phase I Environmental Site Assessment. The Phase I Environmental Site Assessment (ESA) will be completed to identify contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. This will satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability. The Consultant will instruct an environmental specialist to meet with the current property owner to discuss past and present uses of the property. A prepared list of questions will be presented to the owner to determine any activity involving the use, storage or disposal of hazardous materials. A site assessment will be conducted on the property to visually locate any possible contaminated sites.

The environmental specialist shall purchase a record search of the property to further verify if the property is or was used in a manner that involved hazardous materials. Once completed, a report will be prepared outlining the findings of the site assessment, property owner interview and records search. Report findings will be in based upon

ASTM 1527-00 standards. The Consultant will review the report to ensure that the property is environmentally clear prior to acquisition.

#### **Task 2.4 Land Acquisition Services**

The Consultant will provide professional services to the Sponsor regarding the willing seller process. This includes providing guidance related to the negotiations process, providing sample offer and response letters, and ensuring regulatory compliance with FAA Order 5100.37 and the Uniform Relocation Assistance and Real Property Acquisition Act. Additionally, the Consultant will assist the Sponsor in completing the *Sponsor Certification for Real Property Acquisition* and *Certification of Title* for parcel reimbursement eligibility. Coordination with MoDOT and any additional grant processing assistance necessary for parcel reimbursement will be completed as part of this task. Up to four (4) teleconferences will be held with the Sponsor to help guide them through the federal real property land acquisition process.

#### **Task 3.0 Special Services**

##### **Task 3.1 ALD Update**

As a part of any grant application, revisions to the Airport Layout Drawing (ALD) are required for compliance with grant assurances. Upon completion of the acquisitions, the Consultant shall update the Airport Layout Drawing (ALD) drawings to show the most recent acquisition limits. This task includes initial setup of the AutoCAD file including reference files, layering, print drivers, and font settings. The draft ALD will be submitted to the Sponsor for comment. The Consultant shall make revisions to the ALD based upon Sponsor comments and submit four (4) copies to the Sponsor for submittal to the MoDOT.

##### **Task 3.2 Update Airport Property Map**

Upon completion of the property acquisitions, the Consultant shall update the Airport Property Map to show the most recent acquisitions. This task includes initial setup of the AutoCAD file including reference files, layering, print drivers, and font settings. The draft Airport Property Map will be submitted to the Sponsor for comment. The Consultant shall revise the Airport Property Map based on Sponsor comments, and submit four (4) copies to the Sponsor for submittal to MoDOT.

#### **Task 4.0 Project Management**

##### **Task 4.1 Project Progress Reports**

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the study.

#### **Task 4.2 Project Administration**

Necessary for the success of any project is the myriad of functions related to project administration that is not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, quality assurance/control reviews, and project staffing. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

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

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

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

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

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

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

The MoDOT DBE Program is available on the MoDOT website at the following address:  
[http://www.modot.mo.gov/business/contractor\\_resources/externalcivilrights.htm](http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm).

## **EXHIBIT III**

### **SERVICES PROVIDED BY THE SPONSOR**

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

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

**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**

**GRAND GLAIZE-OSAGE BEACH AIRPORT  
OSAGE BEACH, MISSOURI**

**SPECIAL SERVICES - ENVIRONMENTAL CORRDINATION**

May 30, 2013

1

**DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	72.16	\$0.00
Senior Project Manager	0	54.54	\$0.00
Project Manager	0	42.92	\$0.00
Senior Engineer	0	33.10	\$0.00
Engineer	0	27.57	\$0.00
Senior Planner	52	31.48	\$1,636.96
Planner	42	23.28	\$977.76
Registered Land Surveyor	0	37.20	\$0.00
Senior Technician	16	32.76	\$524.16
Technician	0	24.70	\$0.00
Clerk/Secretary	0	18.78	\$0.00
	<u>110</u>		

Total Direct Salary Costs = \$3,138.88

2

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 145.03 % = \$4,552.32

3

**SUBTOTAL:**

Items 1 and 2 = \$7,691.20

4

**PROFIT:**

15 % of Item 3 Subtotal = \$1,154.00

Subtotal = \$8,845.20

5

**OUT-OF-POCKET EXPENSES:**

- a. Mileage 0 Miles @ \$0.56 / Mile = \$0.00
- b. Meals 0 Days @ \$41.00 / Day = \$0.00
- c. Motel 0 Nights @ \$77.00 / Night = \$0.00
- d. Printing and Shipping = \$4.80

Total Out-of-Pocket Expenses = \$4.80 Not to Exceed

6

**SUBCONTRACT COSTS:**

- Phase I Environmental Site Assessment = \$2,550.00
- Title Research / Title Opinion = \$1,600.00
- Boundary Survey = \$1,500.00

7

**MAXIMUM TOTAL FEE:**

= \$5,650.00 Not to Exceed

Items 1, 2, 3, 4, 5 and 6 = \$14,500.00

**GRAND GLAIZE-OSAGE BEACH AIRPORT  
OSAGE BEACH MISSOURI**

**SPECIAL SERVICES  
LAND ACQUISITION**

May 30, 2013

Classification: Gross Hourly Rate:	Principal \$203.34	Senior Project Manager \$153.69	Project Manager \$120.94	Senior Engineer \$93.27	Engineer \$77.69	Senior Planner \$88.71	Planner \$65.60	Registered Land Surveyor \$107.53	Senior Technician \$92.31	Technician \$69.60	Clerk/ Secretary \$52.92	Other Costs
<b>A. BASIC SERVICES</b>												
1. Preliminary Phase:	0	0	0	0	0	0	0	0	0	0	0	(1, 2, 3, 4, 5)
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART A SUBTOTAL = \$0.00</b>												
<b>B. SPECIAL SERVICES</b>												
1.0. Project Formulation												
1.1						8	8					
1.2						4	8					
2.0. Land Acquisition Items												
2.1							4					
2.2						2	4					
2.3						2	4					
2.4						16	2					
3.0. Special Services												
3.1						4	4		8			
3.2						4	8		8			
4.0. Project Management												
4.1						4						
4.2						8						
Total hours =	110	0	0	0	0	52	42	0	16	0	0	(1, 2, 3, 4, 5)
Total =	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,612.70	\$2,755.18	\$0.00	\$1,477.00	\$0.00	\$0.00	\$5,654.80
<b>PART B SUBTOTAL = \$14,500.00</b>												
<b>GRAND TOTAL = \$14,500.00</b>												

Exhibit V-1

Exhibit V-1

- (1) Mileage, Motel and Meals                      (3) Computer Services                      (5) Printing and Shipping  
(2) Equipment, Materials and Supplies              (4) Vendor Services

## EXHIBIT VI

### PERFORMANCE SCHEDULE

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

#### SPECIAL SERVICES

- A. Project Formulation
  - 1. Project Scope As Required
  - 2. Procure Sub-consultants **15** calendar days
  - 3. Contracting As Required
  - 4. City/FAA Approval **15** calendar days  
after comment/review
  
- B. Land Acquisition (Willing Seller)
  - 1. Surveys (2) **30** calendar days  
after receipt of NTP
  - 2. Title Review/Opinion **30** calendar days  
after receipt of NTP
  - 3. Environmental Audit – Phase I **30** calendar days  
after receipt of NTP
  
- C. Special Services
  - 1. ALD Update **15** calendar days  
after closing
  - 2. Property Map Update **15** calendar days  
after closing
  
- D. Project Management
  - 1. Project Administration As Required



**Proposal/Contract**

May 20, 2013

**To:** Crawford, Murphy & Tilley, Inc.  
One Memorial Drive, Suite 500  
St. Louis, Missouri 63102

Proposal #P7621  
**Re:** Phase I Environmental Site Assessment  
Grand Glaize Parcels  
Highway 54  
Osage Beach, Missouri

**Attn:** Mr. Roy Remington

**Scope of Work:** Environmental Operations, Inc. (EOI) will perform a Phase I Environmental Site Assessment for the above-referenced site in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-05 Environmental Site Assessments for Commercial Real Estate, in compliance with 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries, which shall include:

- Generation and Evaluation of Property History
- Review of existing Phase I ESA(s)
- Physical Setting Evaluation
- Government Records Review
- Interviews with Owners and Occupants
- On-Site Investigation of the Property and Improvements
- Report Generation

**Limitations:** The *Scope of Work* outlined above has been designed to identify the presence of hazardous substances. Unless requested by the client or deemed necessary, this investigation will not include additional environmental issues such as formaldehyde gas, archaeological sites, or lead in drinking water issues.

The client recognizes that EOI's failure to detect the presence of hazardous substances at a site does not guarantee that hazardous substances do not exist even though EOI has utilized appropriate and mutually agreed upon sampling techniques and audit procedures. The liability of EOI, its agents performing services under this proposal, including professional services, shall in no event exceed the amount of applicable insurance. A certificate of insurance is attached hereto as *Exhibit B*. EOI shall not be liable for indirect, consequential, or incidental damages.

The report is intended only for the internal use of the client or their authorized representative, and possession does not imply the right of publication or the use for any other purpose without the written consent of EOI, unless required by law. There will be no other intended beneficiaries other than the client. Nothing in this Contract designates EOI as the client's agent for compliance with any law, including any reporting obligations.

With the client's written authorization, EOI may be able to assign the report to an additional party at a future day (within 180 days of the issuance of the report). The assessed minimum charge would be \$250.00 per assignee.

Environmental Consulting & Remediation, Demolition, & Geotechnical Engineering

1530 South 2<sup>nd</sup> Street St. Louis, Missouri 63104-4500 314.241.0900

[www.environmentalops.com](http://www.environmentalops.com)

Environmental Operations, Inc.  
Proposal #P7621

**Fee:** \$2,550.00

This is a firm-fixed price, valid for seven days, and includes all costs associated with the completion of the above outlined Scope of Work. One color, hardcopy report is included in the above-named price. An electronic copy (pdf) will be transmitted at no cost. Please note that additional color, hard copy reports will be delivered at the client's request for \$50.00 per copy.

Invoices will be sent upon project completion. Payment of 100% of the invoice is due within 10 days. A 1.5% service charge per month (18% per annum) will be charged on all past due accounts and will accrue from the original date of the past due invoice

**Schedule:** EOI will provide a final report within two to three weeks, based upon the receipt of authorization and the completed information requested in the *User's Questionnaire (Exhibit A)*.

**Note:** The All Appropriate Inquiry regulations (40 CFR Part 312) require that the User's Questionnaire be completed and returned to the Consultant. If this information is not provided, there is a risk of creating a data gap and limiting the findings of this Phase I report.

Respectfully submitted,



Matthew D. Robinson  
President  
Attachment



Andrew J. Adams  
Program Manager – Property Assessment Services

**Accepted By:** Crawford, Murphy & Tilley, Inc.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**P.O.#:** \_\_\_\_\_

**Additional Copies:** \_\_\_\_\_

**To Be Delivered To:** \_\_\_\_\_

**If report is to be relied** \_\_\_\_\_

**upon by additional** \_\_\_\_\_

**parties, please specify:** (If EOI is requested to assign reliance to another party at a future date, the assessed minimum charge will be \$250.00 per assignee.)

## Sheldon Menezes

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**From:** Judy Taylor <jtaylor@pmcwlaw.com>  
**Sent:** Thursday, May 30, 2013 8:49 AM  
**To:** Sheldon Menezes  
**Subject:** RE: Grand Glaize Airport Title Quotes

The title search will be \$500 for each parcel, total \$ 1000.00. The form of opinion letter that you had sent to me we can issue for \$600. If you have any questions give me a call. Thanks

Judy

Judy Taylor  
Phillips & McElyea Land Title, Inc  
P. O. Box 559  
85 Court Circle NW  
Camdenton, MO 65020

phone 573-346-5176  
fax 573-346-8373

[judytaylor@pmcwlaw.com](mailto:judytaylor@pmcwlaw.com)

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

**From:** Sheldon Menezes [<mailto:SMenezes@cmtengr.com>]  
**Sent:** Friday, May 24, 2013 9:35 AM  
**To:** Judy Taylor  
**Subject:** RE: Grand Glaize Airport Title Quotes

Attached is the sample title opinion letter signed by an attorney from a previous job at Camdenton. This one reflects multiple parcels whereas the new one will only concern the two parcels of land that are in question. Thanks!

**Sheldon Menezes**

**Crawford, Murphy & Tilly, Inc.**

Gateway Tower  
One Memorial Drive, Suite 500  
St. Louis, Missouri 63102  
314.436.5500 Voice  
314.436.0723 Fax

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**From:** Judy Taylor [<mailto:jtaylor@pmcwlaw.com>]  
**Sent:** Friday, May 24, 2013 6:33 AM  
**To:** Sheldon Menezes  
**Subject:** RE: Grand Glaize Airport Title Quotes

ALLEN SURVEYING, INC.  
Land Surveyors  
PO Box 1084  
Osage Beach, MO 65065  
573-348-2731 \* Fax 573-348-6421

Order No 1988-341

### CONTRACT

Date: \_\_\_\_\_

Client Crawford, Murphy & Tilly, Inc. Phone 314-571-9087

Address Gateway Tower, One Memorial Dr, Ste 500 St. Louis, MO 63102 FAX 314-436-0723

Order taken by Lonny Allen From Sheldon Menezes How phone & email

Price Estimate Quoted \$1000.00-\$1500.00 Completion Date 2-3 Weeks

Work to be done Boundary Survey of Tracts described in book 634 pg 770, & Lot 1 "Osage Beach Aircraft Storage, First Addition"

Parcel # 085.016.0000.0003008.000 & Parcel # 085.016.0000.0003019.000

Location of work Osage Beach Parkway, Osage Beach, MO

Outlots \_\_\_\_\_ Inlots \_\_\_\_\_ Lots \_\_\_\_\_ Block \_\_\_\_\_

Quarters \_\_\_\_\_ Section 16 Township 38 Range 16

Field Book \_\_\_\_\_, Page \_\_\_\_\_ Drawing No. \_\_\_\_\_

City of Osage Beach, MO County of Camden, Mo. \_\_\_\_\_

Special items email: smenezes@cmtengr.com

Papers left with us \_\_\_\_\_

Notify: Before \_\_\_\_\_ After \_\_\_\_\_ work is done.

**THE UNDERSIGNED AGREES THAT PAYMENT IS DUE UPON PRESENTMENT OF A FINAL BILL, AND IF NOT PAID WITHIN 15 DAYS THEREAFTER, THE UNDERSIGNED AGREES TO PAY INTEREST THEREON AT THE RATE OF 1 AND ½ PERCENT PER MONTH, OR 18% PER ANNUM UNTIL PAID IN FULL. IN THE EVENT THIS ACCOUNT BECOMES DELINQUENT AND IS PLACED WITH AN ATTORNEY FOR COLLECTION, THE UNDERSIGNED AGREES TO PAY ALL REASONABLE ATTORNEY FEES FOR SUCH COLLECTION, WHETHER SUIT IS FILED OR NOT, AND ALL COURT COSTS INCURRED IN A SUIT FOR COLLECTION.**

#### NOTICE TO OWNER

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT-PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

#### CONSENT OF OWNER

**CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF THEY ARE NOT PAID. The person who signs this consent form is signing for all owners of the real property described herein, whether the owner is an individual, husband and wife, partnership, or corporate in nature.**

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
Client's Signature

**Submission Date:** May 22, 2013

**Submitted By:** City Clerk

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Appointments to the Osage Beach Citizen Advisory Committee

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

The City, citizens and committee members

**Why is Board Action Required?**

The Board must approve the appointments as required by the Osage Beach Code of Ordinances Section 111.040 at the first Board of Aldermen meeting in June, or as soon thereafter as possible.

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

Motion

**Are there any deadlines associated with this action?**

Yes. There are six members whose terms expire in June.

**Comments and Recommendation of Department:**

Rebecca Green, Don Chisholm, Pat Cantwell, Diana Dorhauer and Linda Melton have indicated they want to continue to serve. Jonas Farrell lives outside the City limits and is not eligible to be reappointed. The committee is required to have at least eight and not more than fifteen members. If all five members are reappointed, there will be ten members on the committee.

**City Administrator Comments and Recommendation:**

Unless the Board has other citizens they would like to appoint, I would recommend that we just reappoint those currently serving at this time.

**Submission Date:** May 22, 2013

**Submitted By:** Mayor

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Appointments to the Board of Appeals, Board of Adjustment, Joint Sewer Board and the Planning Commission

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

The City, citizens and board and commission members.

**Why is Board Action Required?**

Board must approve appointments as required.

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

Motion.

**Are there any deadlines associated with this action?**

Terms expire in May.

**Comments and Recommendation of Department:**

I am recommending the following appointments:

Board of Appeals: Reappointment of Daniel R. Mills; Jason Mueller, P.E. and Travis Rogers as alternates

Board of Adjustment: Reappointment of Don Hall

Joint Sewer Board: Reappointment of Gary Hamner

**000119**

Planning Commission: Reappointment of James Handel, Robert J. Rau, Jr. and Don Chisholm

**City Administrator Comments and Recommendation:**

Request motion to approve Mayor Lyons' appointments as noted above.

000120

**Submission Date** May 22, 2013

**Submitted By:** City Engineer

**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Authorization to submit an Application for Abandoned Well Plugging Grant.

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

City Staff, Citizens and Visitors

**Why is Board Action Required?**

Board Approval is requested to submit the grant application.

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

Motion to sign and submit the grant application.

**Are there any deadlines associated with this action?**

Yes, the applications must be received by June 30, 2013.

**Comments and Recommendation of Department Head:**

The Abandoned Well Plugging Grant program provides funds designated to properly decommission and cap abandoned private and public wells throughout the State of Missouri. Reimbursement for plugging public drinking water wells is limited to 75 percent of the total cost per well or a maximum of \$10,000 per well, whichever amount is less. If this grant is applied for and approved by the Missouri Department of Natural Resources Water Protection Program, the City could be eligible to receive 75% of the cost associated with capping the well at 54 Diner.

**City Administrator's Comments and Recommendation:**

Request Board approval to apply for Abandoned Well Plugging Grant funds.

000121

**Submission Date:** May 21, 2013  
**Submitted By:** City Engineer, Public Works Superintendent  
**Board Meeting Date:** June 6, 2013

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

**Description of Item:**

Proposed Water Project to cap existing wells on City Property near the Buddy's 54 Diner and one near Woody's

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

Citizens of Osage Beach, 54 Diner, and City Staff

**Why is Board Action Required?**

Expenditure is estimated to cost beyond \$5,000.

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

Motion

**Are there any deadlines associated with this action?**

Missouri Department of Natural Resources has notified us that this needs to be plugged if it is abandoned.

**Comments and Recommendation of Department:**

We have received a letter from MDNR about capping abandoned wells on the City's property near Buddy's 54 Diner. There are two wells on this existing property. There is an agreement which is attached between the City and the owner of the 54 Diner when the agreement was executed. We have talked with the property owner about capping the wells. Currently, they are utilizing one well but they are willing to connect to City water if the wells are going to be capped.

We also have a well near Woody's that is of great concern. It needs to be capped due to our wellhead protection program. It has a potential to be a contamination site to our drinking water system.

We have contacted well drillers. It is estimated to cost about \$15,000 to accomplish this work. We can utilize self restricted funds for this.

We would like to go out for bids to cap these wells per MDNR's requirements.

**City Administrator's Comments and Recommendation:**

Concur with the recommendation of the City Engineer and Public Works Superintendent.



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

**DEPARTMENT OF NATURAL RESOURCES**[www.dnr.mo.gov](http://www.dnr.mo.gov)

April 8, 2013  
Investigation 2011-138

City of Osage Beach  
City Engineer (Nick Edelman)  
1000 City Parkway  
Osage Beach, MO

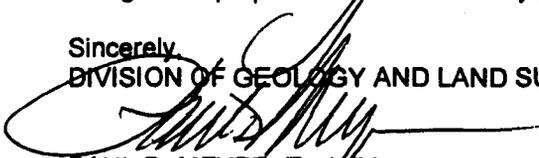
Your name has been referred to me as having wells that are abandoned or in a state of disrepair. This letter extends the services of the Wellhead Protection Section staff in assisting you with properly plugging the well. Given the details of your well (total depth of the well, static water level and amount of casing), we can provide estimates for the materials required to properly plug the well in the most economical method. We can also provide technical assistance to insure the well is properly plugged. If you do not have the information needed to plug the well according to state regulations please contact our office for alternatives to insure the well is plugged properly according to Missouri state regulations.

Open unused wells pose one of the greatest threats to polluting Missouri's groundwater resources. In recent years, abandoned wells have received much notoriety in the press when they have claimed the lives of children who have fallen in them and drowned. It is also the law that any well which is in a state of disrepair so that continued use is impractical and which has not been used for a period of two years or more must be plugged in accordance with 10 CSR 23-3.110. Again, let us offer you our services in assisting you with properly plugging your well.

Anyone, who permanently plugs a well that has been removed from service after 8/28/91 is required to make this disclosure on a registration report provided by our division.

Please contact me within 30 days from the date of this letter to assure this situation has been brought to a proper resolution. Thank you for your time and effort.

Sincerely,  
DIVISION OF GEOLOGY AND LAND SURVEY



PAUL D. MEYER, Tech IV  
Geological Survey Program  
Wellhead Protection Section  
(573) 368-2159  
[paul.meyer@dnr.mo.gov](mailto:paul.meyer@dnr.mo.gov)

PERMIT TO USE CITY OF OSAGE BEACH  
RIGHT-OF-WAY

This agreement between the City of Osage Beach (City) and Robert L. Johnson and Betty Johnson (Permitee) is designed to allow the Permitee to temporarily utilize the City right-of-way, which is not currently in use as a City road.

Permitee and their predecessors in title have paved, resurfaced, painted and maintained an area and have for a great length of time used that area as a parking lot to service customers for their business. This improved parking area is situated on a parcel of property shown on the plat of Osage Beach which is unlabeled, and which can fairly be interpreted as intended for use, at least in part, as a right-of-way. For valuable consideration, the receipt of which is hereby acknowledged, the City agrees to allow the Permitee to utilize the portion of the right-of-way which has been improved and used as a parking lot, for the purpose of customer parking and ingress and egress to the commercial restaurant building presently known as Jo Jo's Restaurant as further described below. Such utilization shall be exclusive to Robert L. Johnson and Betty L. Johnson, and their successor's in title to the subject property, except for the use of the parking area previously allowed to Timothy A. Seebold for six parking spots and reasonable ingress and egress, as further set out in the "Permit to Use City of Osage Beach right-of-way" previously entered into between the City of Osage Beach and Timothy A. Seebold. The City further agrees that the sign, water well and underground water lines located on the premises shall be permitted to be maintained in their present location under the terms of this agreement.

The proposed right-of-way area to be used as described above is described as follows: (permitted area) the paved parking area shown on the plat of the City of Osage Beach as situated between Lot 1, Block 1 and Lot 32 Block 4, US Highway 54 and the property designated as "Reserved for Hotel" as further delineated on the drawing attached hereto as Exhibit "A".

The City agrees that the Permitee may utilize the permitted area for a period of time not less than twenty (20) years from the date of this agreement.

The Permitee agrees to hold the City harmless for any and all injuries, damages, mishaps and occurrences which take place on the permitted property and to maintain the property in a safe and sanitary condition. Proof of liability insurance, the limits of which are acceptable to the City, shall be filed with the City Clerk. Failure to file said document(s) shall be grounds for agreement termination upon fifteen- (15) day's notice.

The permittee understands and acknowledges that the City is not bound, nor is in any way obligated to make any improvements, nor maintain any existing improvements, nor to perform any maintenance, including snow plowing, slope maintenance, weed cutting, trash pick up, etc., on the permitted property.

The Permittee understands that the City reserves the right to install, maintain, and construct utilities over and across the subject property.

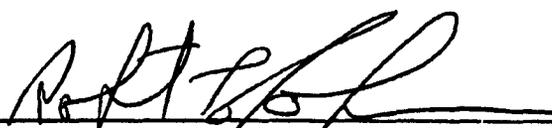
The Permittee understands that access to adjacent properties cannot be denied across the subject property.

The Permittee understands that the City may require the use of the property at some future date and upon sixty (60) days notice after the expiration of the original terms of this agreement, the City may terminate Permittee's exclusive right to use this property as a parking area for their commercial restaurant facility.

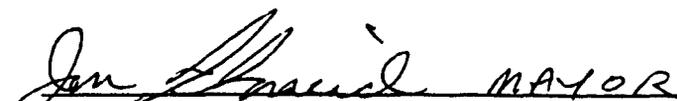
This permit is assignable by Permittee to their successors in title to the adjacent property known as Jo Jo's Restaurant and legally described in Warranty Deed recorded at Book 293, Page 874. Office of the Recorder of Deeds. Camden County. Missouri and further described in Exhibit "B" attached hereto.

The Permittee and the City acknowledge that if the permit is terminated or rescinded, the property previously utilizing this area to fulfill requirements of City code may become nonconforming as per Chapter 27. Article II. Division III of the Code of Ordinances of the City of Osage Beach.

Dated: 11-5-1999

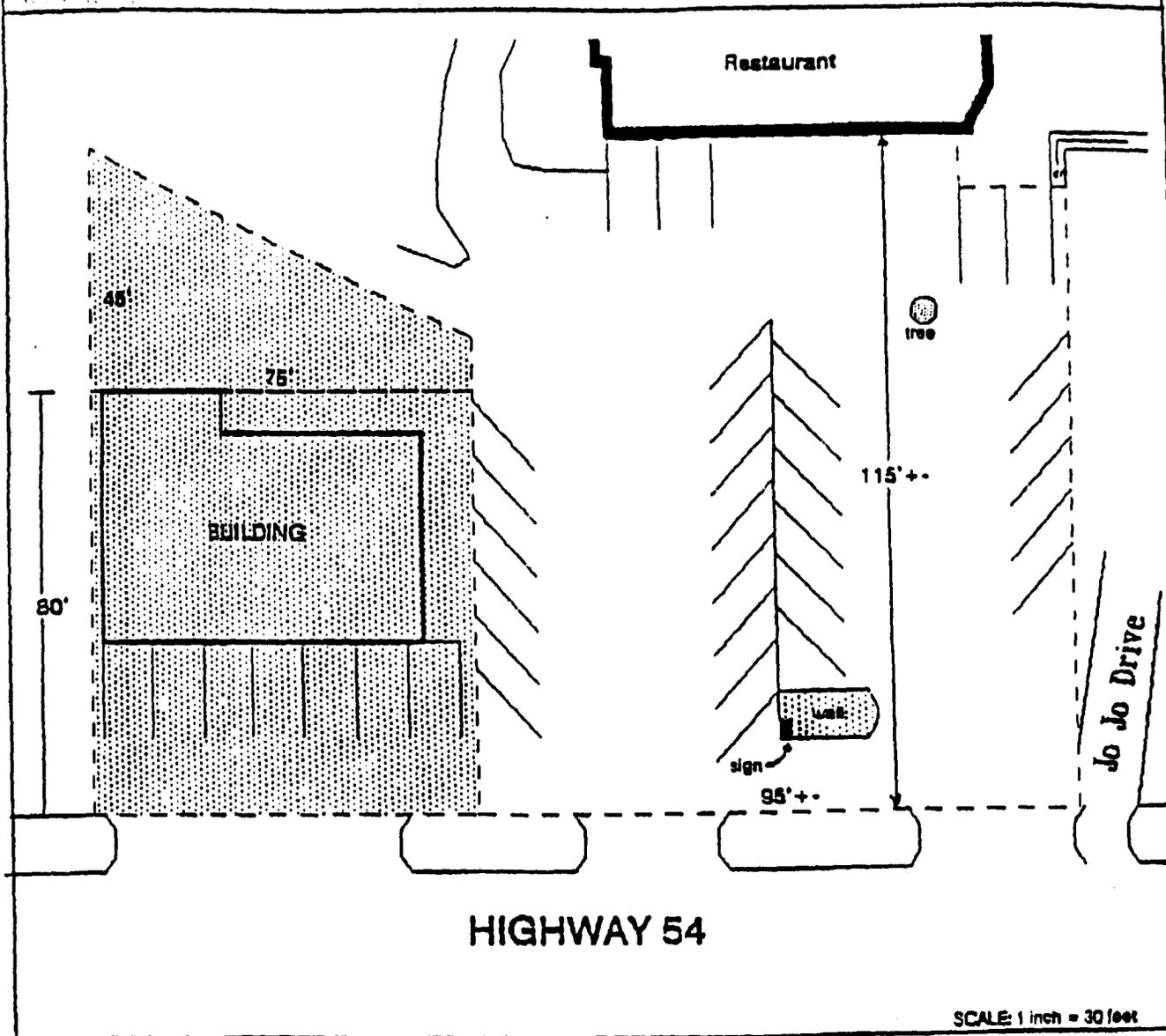
  
\_\_\_\_\_  
Robert L. Johnson

  
\_\_\_\_\_  
Betty Johnson

  
\_\_\_\_\_  
MAYOR  
City of Osage Beach

006126

FRONT PARKING AREA SKETCH



NAME OF AREA	TOTALS

EXHIBIT "B"

All of a tract of land more particularly described as "Reserve for Hotel" in Original Plat of Osage Beach, a subdivision of a part of Section 6, Township 39 North, Range 15 West, said plat being of record in the Office of the Recorder of Deeds, Camden County, Missouri. EXCEPTING THEREFROM that part of the said "Reserve for Hotel" described as follows: Beginning at a point at the center of the tract, said tract being a circle having a radius of 195.0 feet, run South 18 degrees 00 minutes East 32.3 feet; thence North 56 degrees 10 minutes East 195.0 feet to a point on the outer boundary of said circle; thence along the outside of said circle in a Northwesterly direction to a point that bears North 18 degrees 00 minutes West from the point of beginning; thence South 18 degrees 00 minutes East to the point of beginning.

BOOK 0489 PAGE 0513



S. Missouri County of Camden, SS  
 FILED FOR RECORD  
 This 16<sup>th</sup> day of Dec 19 99  
 at 2:50 P.M. and is now  
 Rec. No. 489 PAGE 513  
 NOV 25 1999  
 RECORDER CAMDEN COUNTY, MO  
*Jessie Shrage*  
 27

late