



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
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Email: www.osagebeach.org

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
June 20, 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 06/06/2013 (Page 01)
- Bills List (Page 18)
- Liquor Licenses Renewals
 1. Kelly's Port Boat Store
 2. JJ Twig's at Dierbergs
 3. Lil Rizzo's
 4. Express Mart

UNFINISHED BUSINESS

- A. Bill No. 13-18. Regulating Parking within a Fire or Emergency Services Lane. Second Reading (Page 30)
- B. Bill No. 13-32. Amendment to Acceptance of Street Lights into the Public Street System. Second Reading (Page 34)
- C. Bill No. 13-33. Zoning Map Amendment. Rezoning Case No. 365. Second Reading (Page 38)

NEW BUSINESS

- A. 2012 Audit. Presented by Heidi Chick of Williams Keepers, LLC
- B. Bill No. 13-37. Authorize Mayor to Execute Agreement for Transfer of Entitlements. First and Second Readings (Page 39)
- C. Bill No. 13-38. Authorize Mayor to Execute Grant Agreement for the Hangar Project at Lee C. Fine Memorial Airport. First and Second Readings (Page 42)
- D. Bill No. 13-39. Award Engineering Services Contract No. ABOB13-005 for the Design of Nichols Road Reconstruction to HR Green. First and Second Readings (Page 68)
- E. Public Hearing. Soliciting Comments on the City's Request to Extend the Lease with Missouri Department of Natural Resources to Lease and Operate the Lee C. Fine Memorial Airport Located within the Lake of the Ozarks State Park (Page 90)
- F. Bill No. 13-40. Authorizing Mayor to Request a Five Year Extension of the Lease Dated March 5, 1999 between the City and the Missouri Department of Natural Resources for the Leasing and Operating of the Lee C. Fine Memorial Airport Located within the Lake of the Ozarks State Park. First and Second Readings (Page 91)
- G. Bill No. 13-41. Regulating Peddlers, Solicitors or Canvassers Standing, Walking on the Roadway, Stalling or Obstructing Traffic. First Reading (Page 94)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

June 6, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting and public hearings on Thursday, June 6, 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, and Alderman Ron Schmitt. Alderman Kevin Rucker was absent. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons expressed her appreciation to City Planner Cary Patterson for representing Osage Beach on May 22 at the Missouri Chapter of the National Association of Housing and Redevelopment Officials conference at Tan-Tan-A. Mayor Lyons said that Mr. Patterson updated visitors about our City.

Mayor Lyons thanked police officers who decorated City Hall for Memorial Day with all the flags. She said it was very nice and there were a lot of positive comments about the flags.

Mayor Lyons also thanked the Osage Beach Fire Protection District for their help after the storm last month. As soon as the storm passed, fire fighters were clearing the road of fallen trees on Bluff Drive. She reported that the next morning, public works crews were there removing all the branches and making sure everything was cleaned up.

Citizens Communications.

Susan Upshaw, who lives on Mace Road, said there are many people that are speeding on Mace Road and it is dangerous for those who walk and the individuals who ride motorized scooters. She said school is out and many individuals ride motorized wheelchairs. Ms. Upshaw said that Mace Road is listed on the Transportation Master Plan and she asked when Mace Road including sidewalks would be upgraded. City Engineer Nick Edelman said that a time frame for improvements on Mace Road has not been established.

Mayor Lyons informed Ms. Upshaw that Police Chief Todd Davis would look into the speeding situation. Chief Davis said he would increase patrol on Mace Road and will place the radar trailer there.

Consent Agenda.

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on May 16, 2013, the bill list as submitted and liquor licenses to the following:

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

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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. Molotoft 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

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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

Alderman Schmitt seconded the motion which was voted on and passed with Alderman Steve Kahrs abstaining.

Unfinished Business.

None

New Business.

Public Hearing.

Special Use Case 364. Terry Ross Requests a Special Use Permit to allow extended stay rental duplex units in a C-1 General Commercial District.

City Planner Cary Patterson presented the following report:

Department Comments:

<u>Applicant:</u>	Terry Ross	
<u>Location:</u>	Between Ledges Dr. and Port Lane with frontage on Port Lane	
<u>Petition:</u>	Special Use Permit to allow extended stay rental duplex units in a Commercial District.	
<u>Existing Use:</u>	The subject property is vacant.	
<u>Zoning:</u>	C-1 (General Commercial)	
<u>Tract Size:</u>	35,290 sq. ft.	
	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	SUP Duplex Rental	Two family
<u>South:</u>	SUP Duplex Rental	Two family

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East: R-3 (Multi-family) Apartments/Marina/ S family
C-1 (Commercial)

West: C-1 w/ PUD overlay Resort Residential

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

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
Ross	357 (amended) 363 SUP	June, 2011 May 2013

Utilities: Water: **City** Electricity: **Ameren UE**
Sewer: **City**

Access: Property has frontage on Port Lane and Ledges Drive.

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, it was reviewed 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

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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. 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:

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

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

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

The area surrounding the subject property contains mixed uses including single-family residential, apartments, 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:

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.

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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.

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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.

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Platting:

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

Final Development Plan:

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

The Planning Commission recommended approval of Special Use Case No. 364.

No one was present to speak in favor of or in opposition to Special Use Case No. 364.

Public Hearing. Rezoning Case 365: Allen Scott Requests Rezoning from A-1 (Agriculture) to I-1 (Light Industrial) for Property Located off of Highway 42.

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)

Tract Size: +/- 1.19 acres

Surrounding Zoning:

Surrounding Land Use:

North: C-1 General Commercial 42 frontage businesses

South: Not in City Limits Industrial Park

East: C-1 General Commercial 42 frontage businesses

West: C-1 General Commercial 42 frontage businesses

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

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

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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.

The Planning Commission recommended approval of Rezoning Case No. 365.

No one was present to speak in favor of or in opposition to Rezoning Case No. 365.

Mayor Lyons closed the public hearings at 6:40 p.m.

Approve Findings of Fact. Special Use Case No. 364.

Alderman Kahrs moved to approve the Findings of Fact for Special Use Case No. 364 as presented. Alderman Farmer seconded the motion which was voted on and passed.

Vote on Special Use Case No. 364.

Alderman Kahrs moved to approve Special Use Case No. 364 with conditions as follows:

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.

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

Bill 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.

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Mayor Lyons presented the first reading of Bill No. 13-33 for Rezoning Case No. 365 by title only. It was noted that Bill No. 13-33 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 13-33 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Bill 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

City Attorney Ed Rucker explained that Bill No. 13-18 clarifies that a person may not stop, stand, or park within a designated fire lane. This ordinance was requested by the Police Department and the City Attorney recommended approval.

Mayor Lyons presented the first reading of Bill No. 13-18 by title only. It was noted that Bill No. 13-18 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 13-18 as presented. Alderman Catcott seconded the motion which was voted on and passed.

Bill 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

Only one bid was submitted by K.W. Luetkemeyer Painting & Wall Covering for the 2013 Pavement Marking Project with a bid of \$13,016.20.

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 and 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.

Mayor Lyons presented the first reading of Bill No. 13-31 by title only. It was noted that Bill No. 13-31 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 13-31 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-31 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-31. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-31 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Farmer. "Nays": None. "Absent": Alderman Rucker. Bill No. 13-31 was passed and approved as Ordinance No. 13.31.

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Bill 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.

City Attorney Ed Rucker explained that Bill 13-32 regulates 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.

Mayor Lyons presented the first reading of Bill No. 13-32 by title only. It was noted that Bill No. 13-32 has been available for public review. Alderman Farmer moved to approve the first reading of Bill No. 13-32 as presented. Alderman Catcott seconded the motion which was voted on and passed.

Preliminary Plat. Blue Harbor Commercial Second Amended Plat.

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

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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.

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.

Bill No. 13-34. 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.

Mayor Lyons presented the first reading of Bill No. 13-34 by title only. It was noted that Bill No. 13-34 has been available for public review. Alderman Kahrs moved to approve the Preliminary Plat of Blue Harbor Seconded Amended Plat and the first reading of Bill No. 13-34 as presented. Alderman Olivarri seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-34 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 13-34. Alderman Schmitt seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-34 and to pass same into Ordinance: "Ayes": Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Farmer, Alderman Schmitt. "Nays": None. "Absent": Alderman Rucker. Bill No. 13-34 was passed and approved as Ordinance No. 13.34.

Bill 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

Five bids were received for the Hangar Construction at Lee C. Fine Memorial Airport as follows:

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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

City Engineer Edelman explained 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 and the Additive Alternate was to construct one additional hangar unit. The project was bid with the idea that we would like four 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 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.

Crawford, Murphy & Tilly, the City's 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 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 1.

Missouri Department of Natural Resources State Park Division has given their permission to proceed with the project.

Mayor Lyons presented the first reading of Bill No. 13-35 by title only. It was noted that Bill No. 13-35 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 13-35 as presented. Alderman Catcott seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-35 by title only. Alderman Farmer moved to approve the second and final reading of Bill No. 13-35. Alderman Schmitt

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seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-35 and to pass same into Ordinance: “Ayes”: Alderman Kahrs, Alderman Olivarri, Alderman Farmer, Alderman Schmitt, Alderman Catcott. “Nays”: None. “Absent”: Alderman Rucker. Bill No. 13-35 was passed and approved as Ordinance No. 13.35.

Bill 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

City Engineer Nick Edelman explained that Bill No. 13-36 authorizes the Mayor to execute a contract with Crawford, Murphy & Tilly, Inc. for engineering services to accomplish a project at the Grand Glaize Airport. The project involves assisting the City 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 the maximum amount of \$14,500. Funding is from Account #47-00-773105, Land Purchase. Mr. Edelman said this expenditure is reimbursable.

Mayor Lyons presented the first reading of Bill No. 13-36 by title only. It was noted that Bill No. 13-36 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 13-36 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-36 by title only. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-36. Alderman Kahrs seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-36 and to pass same into Ordinance: “Ayes”: Alderman Olivarri, Alderman Farmer, Alderman Schmitt, Alderman Catcott, Alderman Kahrs. “Nays”: None. “Absent”: Alderman Rucker. Bill No. 13-36 was passed and approved as Ordinance No. 13.36.

Appointments to the Osage Beach Citizen Advisory Committee.

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.

Alderman Kahrs moved to reappoint Rebecca Green, Don Chisholm, Pat Cantwell, Diana Dorhauer and Linda Melton to the Osage Beach Citizen Advisory Committee to two year terms. Alderman Schmitt seconded the motion which was voted on and passed.

Appointments to Board and Commissions.

Mayor Lyons asked the Board to confirm the following appointments:

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

Board of Adjustment: Reappointment of Don Hall

UNAPPROVED

Joint Sewer Board: Reappointment of Gary Hamner

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

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

Authorization to Apply for Abandoned Well Plugging Grant.

City Engineer Edelman explained 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 the 54 Diner.

Alderman Olivarri moved to authorize the application for an Abandoned Well Plugging Grant. Alderman Schmitt seconded the motion which was voted on and passed.

Proposed Water Project to Cap Existing Wells.

City Engineer Edelman explained that the City has 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 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.

Mr. Edelman said the City also owns a well near Woody's that is of great concern. It needs to be capped due to the wellhead protection program. It has a potential to be a contamination source to the drinking water system. The Engineering Department contacted well drillers and it is estimated to be approximately \$15,000 to accomplish this work. Self-restricted funds may be used. Mr. Edelman requested authorization to solicit bids to cap these wells according to MDNR's requirements.

Alderman Catcott questioned how many other wells need to be capped. City Engineer Edelman said there are others that the Department will be pursuing to cap in the near future.

Alderman Olivarri moved to cap existing wells on City property near Buddy's 54 Diner and near Woody's as requested. Alderman Catcott seconded the motion which was voted on and passed.

UNAPPROVED

Communication from Board Members.

Alderman Farmer.

Lois Farmer thanked Dan Field of *The Focus* for the article he wrote about her. She reported that the contractor building the sidewalk on Dude Ranch Road is doing a great job and the workers are very polite.

Alderman Catcott. Fred Catcott reported he had knee surgery yesterday at the Lake Regional Health System and the treatment he received was second to none and he said he received exceptional care at the hospital.

Staff Communications.

City Clerk. Diann Warner reported on the Safety Picnic tomorrow at the City Park.

Police Department. Todd Davis thanked everyone for attending the retirement reception for Linda Crowder who worked for the City for over 29 years. He presented a first place trophy that the Camden County SWAT team earned at the First Annual SWAT Round Up in Fredericktown, MO. The SWAT team includes the following four officers from Osage Beach: Officer Jeff Stout, Officer Joel Shelton, Officer James Chapman and Lieutenant Michael O'Day.

There being no further business to come before the Board, the meeting adjourned at 7:17 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 June 6, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
June 20, 2013**

Bills Paid Prior to Board Meeting	93,058.10
Payroll Paid Prior to Board Meeting	126,777.24
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prior to Board Meeting	0.00
TIF Pilots Transfer Prior to Board Meetin	0.00
Bills Pending Board Approval	385,474.31
Total Expenses	<u>605,309.65</u>

000019

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	MAY CVC COLLECTIONS	413.54		
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31		
		MO DEPT OF REVENUE	State Withholding	4,190.00		
		MO TREASURER BUDGET DIRECTOR	PEACE OFFCR TRAINING	60.00		
		INTERNAL REVENUE SERVICE	Fed WH	13,126.16		
			FICA	7,708.49		
			Medicare	1,802.78		
		ICMA	Retirement 457 &	332.84		
			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 %	55.35		
			Retirement Roth IRA	220.00		
		CITIZENS AGAINST DOMESTIC VIOLENCE	MAY COLLECTIONS	116.00		
		THE BANCORP BANK	HSA Contribution	75.00		
			HSA Family/Dep. Contributi	<u>1,471.83</u>		
			TOTAL:	34,205.98		
		City Administrator	General Fund	WISELLI, NANCY	LODGING FOR MPR TRAINING	79.95
				INTERNAL REVENUE SERVICE	FICA	426.19
					Medicare	99.67
				ICMA	Retirement 401	424.79
				AT & T MOBILITY-CELLS	CITY ADMIN CELL PHONE	44.28
THE BANCORP BANK	HSA Family/Dep. Contributi			<u>100.00</u>		
	TOTAL:			1,174.88		
City Clerk	General Fund	MO CITY CLERKS & FINANCE OFFICERS ASSO	DUES	40.00		
		INTERNAL REVENUE SERVICE	FICA	347.05		
			Medicare	81.16		
		ICMA	Retirement 401	298.53		
		THE BANCORP BANK	HSA Contribution	25.00		
			HSA Family/Dep. Contributi	<u>100.00</u>		
	TOTAL:	891.74				
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	CAFR 2012	435.00		
		INTERNAL REVENUE SERVICE	FICA	475.38		
			Medicare	111.18		
		ICMA	Retirement 401	469.02		
		THE BANCORP BANK	HSA Family/Dep. Contributi	<u>150.00</u>		
			TOTAL:	1,640.58		
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.24		
			Medicare	22.27		
		ICMA	Retirement 401	<u>92.76</u>		
			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	<u>50.00</u>		
			TOTAL:	692.05		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000020	AMOUNT			
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	ALLIED WASTE SERVICES #435	TRASH SERVICE CITY HALL		114.91			
			TOTAL:		114.91			
Parks	General Fund	ALLIED WASTE SERVICES #435 AMEREN MISSOURI INTERNAL REVENUE SERVICE ICMA AT & T MOBILITY-CELLS THE BANCORP BANK	TRASH SERVICE PARK DEPT		43.12			
			CITY PARK #2 DISPLAYC		9.79			
			FISH HATCHERY RD SOCCER FI		19.54			
			CITY PARK #2 DISPLAY D		9.79			
			FISH HATCHERY RD BALL FIEL		336.69			
			CITY PARK #2 DISPLAY B		9.79			
			CITY PARK #2 DISPLAY A		9.79			
			CITY PARK #2 IRRIGATION PU		9.79			
			FICA		356.86			
			Medicare		83.46			
			Retirement 401		226.13			
			PARK CELL PHONE		75.46			
			HSA Contribution		25.00			
			HSA Family/Dep. Contributi		100.00			
			TOTAL:		1,315.21			
			Human Resources	General Fund	WILCOX, CONNIE SMITH, JUDY INTERNAL REVENUE SERVICE ICMA SCHUMAN, LEE SALSMAN, AARON THE BANCORP BANK CLARK, JAMES KING, GINA	WEIGHT LOSS CHALLENGE - 2N		75.00
						WEIGHT LOSS CHALLENGE - 1S		100.00
FICA		122.37						
Medicare		28.62						
Retirement 401		121.46						
WEIGHT LOSS CHALLENGE - 3R		50.00						
WEIGHT LOSS CHALLENGE - 2N		75.00						
HSA Family/Dep. Contributi		50.00						
WEIGHT LOSS CHALLENGE - 1S		100.00						
WEIGHT LOSS CHALLENGE - 3R		50.00						
TOTAL:		772.45						
Police	General Fund	INTERNAL REVENUE SERVICE PETTY CASH ICMA AT & T MOBILITY-CELLS THE BANCORP BANK	FICA		3,336.12			
			Medicare		780.23			
			TRAINING SUPPLIES		9.67			
			FUEL		20.00			
			Retirement 401		3,258.36			
			POLICE DEPT CELL PHONES		214.61			
			HSA Contribution		125.00			
			HSA Family/Dep. Contributi		800.00			
			TOTAL:		8,543.99			
911 Center	General Fund	AT & T/CITY HALL INTERNAL REVENUE SERVICE ICMA THE BANCORP BANK	E911 SERVICE		1,317.79			
			JUN E911 SERVICE		1,373.46			
			FICA		813.82			
			Medicare		190.32			
			Retirement 401		810.14			
			HSA Contribution		100.00			
HSA Family/Dep. Contributi		100.00						
TOTAL:		4,705.53						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			000021	
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	264.75
			Medicare	61.91
		ICMA	Retirement 401	259.71
		AT & T MOBILITY-CELLS	PLANNER CELL PHONE	30.68
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	692.05
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	556.04
			Medicare	130.05
		ICMA	Retirement 401	546.48
		AT & T MOBILITY-CELLS	ENG DEPT CELL PHONES	136.85
		SCHUMAN, LEE	MO BRD PROF ENG APP REIMB	100.00
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,644.42
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	304.45
			Medicare	71.20
		ICMA	Retirement 401	295.57
		AT&T INTERNET/IP SERVICES	SERVICE 05/19-06/18/13	807.45
		CHARTER BUSINESS	JUN SERVICE	217.00
		AT & T MOBILITY-CELLS	IT DEPT CELL PHONE	70.47
		VERIZON WIRELESS	MAY SERVICE	80.02
		THE BANCORP BANK	HSA Contribution	25.00
			TOTAL:	1,871.16
Economic Development	General Fund	LAKE OF THE OZARKS REG ECON DEV COUNCI	MEMBERSHIP	1,000.00
			TOTAL:	1,000.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	381.50
		INTERNAL REVENUE SERVICE	Fed WH	1,158.41
			FICA	694.28
			Medicare	162.39
		ICMA	Retirement 457	50.00
			Loan Repayments	60.91
			401 Loan Payment	16.89
		THE BANCORP BANK	HSA Contribution	20.00
			TOTAL:	2,544.38
Transportation	Transportation	ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT	38.30
		INTERNAL REVENUE SERVICE	FICA	694.28
			Medicare	162.39
		ICMA	Retirement 401	698.74
		GARMANY, VICTOR	MILEAGE REIMB 05/15-05/21/	4.52
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	166.49
			TOTAL:	1,789.72
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	211.20
		INTERNAL REVENUE SERVICE	Fed WH	724.84
			FICA	546.82
			Medicare	127.87
		ICMA	Retirement 457	87.50
			Loan Repayments	48.30
			401 Loan Payment	42.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			401 Loan Payment	75.98
			Loan Repayments	68.06
			Retirement Roth IRA	12.50
		THE BANCORP BANK	HSA Family/Dep. Contributi	40.00
		ONE TIME VENDOR GOAD, BRUCE	04-4520-00	45.32
			TOTAL:	2,030.60
Water	Water Fund	AMEREN MISSOURI	WELL #2 LK RD 54-59	2,071.67
			SWISS VILLAGE WELL	2,562.21
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT	38.30
		INTERNAL REVENUE SERVICE	FICA	546.83
			Medicare	127.88
		ICMA	Retirement 401	502.43
		DUNHAM, LOYD	MILEAGE REIMB 05/22-05/28/	25.99
		AT & T MOBILITY-CELLS	WATER DEPT CELL PHONES	107.45
		DOLLISON, JOE	MILEAGE REIMB 05/22-05/28/	33.90
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	191.75
			TOTAL:	6,233.41
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	315.30
		INTERNAL REVENUE SERVICE	Fed WH	1,207.70
			FICA	687.97
			Medicare	160.92
		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
			Retirement Roth IRA	12.50
		THE BANCORP BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	50.00
			TOTAL:	3,096.32
Sewer	Sewer Fund	AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,435.22
			GRINDER PUMPS & LIFT STATI	4,846.55
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT	38.31
		AMEREN MISSOURI	709 MALIBU RD 2ND METER	26.86
		INTERNAL REVENUE SERVICE	FICA	687.96
			Medicare	160.91
		ICMA	Retirement 401	683.66
		AT & T MOBILITY-CELLS	SEWER DEPT CELL PHONES	76.97
		STARK, CHAD	MILEAGE REIMB 05/22-05/28/	115.26
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	241.76
			TOTAL:	9,338.46
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	342.00
		INTERNAL REVENUE SERVICE	Fed WH	1,085.34
			FICA	701.61
			Medicare	164.09
		ICMA	Loan Repayments	62.73
		ONE TIME VENDOR ANTHEM BC/BS	AMBULANCE REFUND JWA440A00	730.00
			TOTAL:	3,085.77

000023

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	701.61
			Medicare	164.09
		ICMA	Retirement 401	461.97
		AT & T MOBILITY-CELLS	AMB DEPT CELL PHONES	181.59
		THE BANCORP BANK	HSA Family/Dep. Contributi	200.00
			TOTAL:	1,709.26
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	78.02
		INTERNAL REVENUE SERVICE	Fed WH	278.35
			FICA	231.04
			Medicare	54.02
		ICMA	Retirment 457 &	116.87
			TOTAL:	758.30
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED WASTE SERVICES #435	TRASH SERVICE LCF AIRPORT	54.93
		INTERNAL REVENUE SERVICE	FICA	231.04
			Medicare	54.02
		ICMA	Retirement 401	187.30
		THE BANCORP BANK	HSA Contribution	15.00
			HSA Family/Dep. Contributi	100.00
			TOTAL:	642.29
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	95.98
		INTERNAL REVENUE SERVICE	Fed WH	344.17
			FICA	232.68
			Medicare	54.42
		ICMA	Retirment 457 &	77.91
			TOTAL:	805.16
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	MAY UTILITIES	31.97
		ALLIED WASTE SERVICES #435	TRASH SERVICES GG AIRPORT	54.93
		INTERNAL REVENUE SERVICE	FICA	232.68
			Medicare	54.42
		ICMA	Retirement 401	190.77
		SHELTON, LEONARD	PLANTS PURCHASED REIMB	57.10
		AT & T MOBILITY-CELLS	AIRPORT CELL PHONE	3.10
		THE BANCORP BANK	HSA Contribution	10.00
			HSA Family/Dep. Contributi	50.00
			TOTAL:	684.97

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

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

10	General Fund	60,339.46
20	Transportation	4,334.10
30	Water Fund	8,264.01
35	Sewer Fund	12,434.78
40	Ambulance Fund	4,795.03
45	Lee C. Fine Airport Fund	1,400.59
47	Grand Glaize Airport Fund	1,490.13

	GRAND TOTAL:	93,058.10

TOTAL PAGES: 6

000025

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
City Clerk	General Fund	LAKE SUN LEADER 645	CONSUMER CONFIDENCE REPORT	409.50			
			CONSUMER CONFIDENCE REPORT	<u>409.50</u>			
			TOTAL:	819.00			
Municipal Court	General Fund	WASHBURN, WILLIAM F	JUN MUNICIPAL COURT JUDGE	<u>1,763.17</u>			
			TOTAL:	1,763.17			
City Attorney	General Fund	THE MISSOURI BAR	THE SUNSHINE LAW	<u>139.00</u>			
			TOTAL:	139.00			
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	71.76			
			BLDG DEPT FUEL	64.91			
			O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES, FLASHLIGHT	41.37		
			ANTIFREEZE	27.98			
			BANKCARD CENTER 2268	BOOTS - OLLIE	59.99		
			STAPLES ADVANTAGE	SHARPIES, BATTERIES, PENS	<u>39.48</u>		
			TOTAL:	305.49			
Building Maintenance	General Fund	PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, TEA, STIR STIX	151.15			
			WATER COOLER RENTAL	38.51			
			CULLIGAN LAKE OF THE OZARKS	SALT	45.42		
			SURECUT LAWN CARE LLC	GROUNDS MAINT	2,071.57		
			AB PEST CONTROL	SPRINKLER SYSTEM REPAIR	125.00		
			KEEPING CONDOS CLEAN	PEST CONTROL	125.00		
			BANKCARD CENTER 2268	JUNE SERVICE	1,541.67		
			EZARD'S	REFRIGERATOR	999.00		
			STAPLES ADVANTAGE	GLUE, HOOKS, PICTURE HANGE	16.46		
				WASTEBASKT, TOP SLIM JIM	59.33		
				TOWELS, LINERS, PLATES	231.77		
			VIZIER CONSTRUCTION LLC	BASEMENT REMODEL	2,900.00		
				BASEMENT REMODEL	<u>2,900.00</u>		
			TOTAL:	11,204.88			
			Parks	General Fund	PURCELL TIRE CO	TUBE PARK DEPT	19.78
						Radio Shack Corp	MALE BNC
FLEET ONE	PARKS FUEL	433.37					
	PARKS FUEL	207.73					
GB MAINTENANCE SUPPLY	BLACK CONTAINERS	371.40					
O'REILLY AUTOMOTIVE STORES INC	100 PK TIES	8.99					
BARNES MARINE INC	TRIMMER HEAD	36.73					
SHERWIN-WILLIAMS	ATH WHITE-2	81.24					
BANKCARD CENTER 5106	RAKES	31.98					
	TRACTOR TIRE	98.11					
BANKCARD CENTER 2268	BUNS, FRANKS, DRINKS, PLAT	92.65					
EZARD'S	DRILL BITS, HAND TOOL/ACCE	21.77					
	FASTENERS, CORNER BRACES	4.19					
	ECHO POWER EQUIPMENT	17.99					
KOVIK & SON TREE SERVICE LLC	TREE REMOVAL - CITY PARK	2,050.00					
WCA WASTE CORPORATION	APR SERVICE	130.00					
	MAY SERVICE	130.00					
STAPLES ADVANTAGE	TOWELS, LINERS, PLATES	131.20					
SOUTHTOWN GRAPHIX	"DO NOT REMOVE" DECALS	60.00					
	HOME RUN SIGNS	306.18					
TURFMARK SERVICES LLC	APPLY FERTILIZER/WEED CONT	2,590.00					
	IRRIGATION REPAIR	<u>1,826.82</u>					
TOTAL:	8,654.62						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000026	AMOUNT
Human Resources	General Fund	BANKCARD CENTER 3374	EMPLOYEE BBQ		187.53
		BANKCARD CENTER 0833	POLICE TEDDY - CROWDER		56.72
			TOTAL:		244.25
Overhead	General Fund	XEROX CORPORATION	MAY BASE CHARGE		547.32
			TOTAL:		547.32
Police	General Fund	PURCELL TIRE CO	ALIGNMENT #27		74.85
		ED ROEHR SAFETY PRODUCTS INC	BIG EASY W/WEDGE & KNOB LF		209.03
		FLEET ONE	PUBLIC SAFETY FUEL		1,781.77
			PUBLIC SAFETY CAR WASH		70.00
			PUBLIC SAFETY FUEL		1,589.18
			PUBLIC SAFETY CAR WASH		46.00
		O'REILLY AUTOMOTIVE STORES INC	8 OZ SPRAY		4.29
		LAKE CLEANERS	MAY UNIFORM CLEANING		336.50
		RDJ SPECIALTIES INC	STICKERS		113.43
		BANKCARD CENTER 0833	LTR ST, BINDING		94.59
		STAPLES ADVANTAGE	BATTERIES, 3HOLE MUL, COPY		38.45
		TLO LLC	PERSON SEARCHES		0.75
		BLUEPEARL-KANSAS LLC	SPECIALTY/EMERGENCY PET ME		386.00
			TOTAL:		4,744.84
		911 Center	General Fund	WIRELESS USA INC	APR SERVICE
	MAY SERVICE				225.00
ELLIS BATTERY SPECIALISTS LLC	BATTERIES				563.40
BANKCARD CENTER 0833	SINGLE ARM, SVGA EXT CABLE				84.98
	HDMI COUPLER, ADAPTER				38.48
	TOTAL:				1,136.86
Planning	General Fund	BANKCARD CENTER 3333	PKG SALADS		4.76
			9LIVES, COLLARS, LEASH, SN		23.12
		FLEET ONE	PLANNING FUEL		95.66
		PAUL'S CASH SAVER #602	ICE		3.49
			TOTAL:		127.03
Engineering	General Fund	FLEET ONE	CITY ENG FUEL		75.61
			CITY ENG FUEL		71.21
			TOTAL:		146.82
Information Technology	General Fund	WORLD WIDE TECHNOLOGY, INC	LASR PRINTR, ENV & INPUT T		992.05
		BANKCARD CENTER 3374	MINI PRINT SERVER		46.98
			MINI PRINT SERVERS		77.35
		CDW GOVERNMENT INC	VMWARES		5,625.00
	TOTAL:		6,741.38		
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	REPAIR STONECREST UNIT		1,073.24
			TOTAL:		1,073.24
Transportation	Transportation	RP LUMBER INC	BLACKTOP PATCH		43.96
		FLEET ONE	TRANS FUEL		496.84
			TRANS FUEL		284.21
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S		51.32
		BARNES MARINE INC	SPOOLS, CABLE, FILTERS, PL		149.35
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #55		41.95
		APAC MO INC	BP-2 W/RAP		347.50
		VANCE BROTHERS, INC	OB 13-007 SLURRY SEAL		78,980.60

000027

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANKCARD CENTER 5106	DAMAGED TREE	380.00
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	21.51
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	28.49
			STREET DEPT FLOOR MATS	6.45
		STRAIT-LINE CONSTRUCTION USA INC	MISC STREETS/ROADS	17,816.00
			OZARK MEADOWS ROAD	70,829.77
		EZARD'S	LOPPER	26.99
			LOPPER	26.99
			SPRAYER, HAND TOOL/ACCESS	23.48
		STAPLES ADVANTAGE	TOWELS	21.19
			8.5X11 COPY CS, PENS	12.43
			PURELL, FORKS, TOWELS	23.99
		LAKE WEST SIGNS LLC	T-SHIRTS	137.68
		SEILER INSTRUMENT & MFG CO INC	GIS TOOL	<u>1,895.00</u>
			TOTAL:	171,652.15
Water	Water Fund	WATER & SEWER SUPPLY INC	1 1/2 TANDEM SETTER	882.50
		EZARD'S	SHOP TOWELS, BROOM	17.78
		FLEET ONE	WATER FUEL	425.83
			WATER FUEL	368.74
		FORKLIFTS OF CENTRAL MO INC	DOOR & CAB WINDOWS	213.58
		MO ONE CALL SYSTEM INC	LOCATES	235.30
		SCHULTE SUPPLY INC	METER INTERFACE UNITS	804.60
			PROREADS	110.00
		POSTMASTER	UTILITY BILL POSTAGE	365.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	51.31
			WATER COOLER RENTAL	35.00
		HD SUPPLY WATERWORKS LTD	NO-LEAD CPLGS, MANHOLE HOO	216.48
			BLUE MARKING PAINT	142.80
			STEEL PROBE ROD	28.98
		PRECISION AUTO & TIRE SERVICE LLC	TIRE REPAIR #58	15.00
		UNITED STATES PLASTIC CORP	GRAB RINGS, CONNECTRS, O-R	67.15
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	20.18
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	21.52
			WATER DEPT FLOOR MATS	6.45
		STAPLES ADVANTAGE	TOWELS	21.19
			8.5X11 COPY CS, PENS	12.42
			MEMO BKS	10.68
			PURELL, FORKS, TOWELS	23.99
			FORKS, SPOONS	22.16
		LAKE WEST SIGNS LLC	T-SHIRTS	68.84
		SEILER INSTRUMENT & MFG CO INC	GIS TOOL	<u>1,895.00</u>
			TOTAL:	6,088.93
Sewer	Sewer Fund	MCDUFFEY LAB	E COLI ANALYSIS	35.00
		AMOS SEPTIC SERVICE INC	PUMPOUT LIFT STATIONS	290.00
		EZARD'S	PVC, MURIATIC ACID	15.56
			PVC	1.18
			PVC & GALV NIPPLES	2.77
			FASTENERS	12.24
			HAND TOOL & ACCESSORIES	59.97
			HAND TOOLS	83.95
			TAP PLUGS	10.98
			PVC & GALV ELBOWS	55.03

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RP LUMBER INC	FASTENERS, REBAR, TREATED	554.12
			PREMIX CONCRETE	79.80
			FASTENERS, MASONRY BIT	30.23
		FLEET ONE	SEWER FUEL	626.01
			SEWER FUEL	394.53
		MO ONE CALL SYSTEM INC	LOCATES	235.30
		MUNICIPAL EQUIPMENT CO	SN#0019924-36, 0020022-23	53,127.75
		O'REILLY AUTOMOTIVE STORES INC	AIR FILTERS, ANTIFREEZE	111.20
		CONSOLIDATED ELECTRICAL DISTR, INC	RT LD-CNTR, PVC, GALV NIPP	198.48
		POSTMASTER	UTILITY BILL POSTAGE	365.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	51.32
		BOWLING ELECTRIC MACHINE	CAPACITORS	459.00
			CAPACITORS	677.50
		HD SUPPLY WATERWORKS LTD	PAIL, ADPTR RING, FLAT SWR	183.27
		PRECISION AUTO & TIRE SERVICE LLC	PACIFICA TRAILER SERVICE	89.50
		JCI INDUSTRIES INC	PUMP REPAIR SN#855	1,295.00
			PUMP REPAIR SN#M5379	1,295.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	38.58
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	58.10
			SEWER DEPT FLOOR MATS	6.45
		STAPLES ADVANTAGE	TOWELS	21.19
			8.5X11 COPY CS, PENS	12.43
			PURELL, FORKS, TOWELS	24.00
			SPOONS	2.94
		LAKE WEST SIGNS LLC	T-SHIRTS	137.68
		SEILER INSTRUMENT & MFG CO INC	GIS TOOL	1,895.00
			TOTAL:	62,542.51
Ambulance	Ambulance Fund	PURCELL TIRE CO	TIRES MED9	219.86
			AMBULANCE ALIGNMENT CHECK	96.30
		FLEET ONE	AMB FUEL	208.61
			AMB FUEL	99.71
		JEMS	SUBSCRIPTION	34.00
		ROBERT D KING MD LLC	JUN MEDICAL DIRECTOR SERVI	1,000.00
		PMI SUPPLY, INC	MEDICAL SUPPLIES	45.00
			MEDICAL SUPPLIES	41.50
			MEDICAL SUPPLIES	1,300.35
			MEDICAL SUPPLIES	76.50
			MEDICAL SUPPLIES	45.00
			TOTAL:	3,166.83
Lee C. Fine Airport	Lee C. Fine Airpor	FEDERAL EXPRESS CORP	SHIPPING FEES	80.59
		FLEET ONE	LCF FUEL	76.33
		GB MAINTENANCE SUPPLY	TOWELS, TP	135.66
			AIR FRESHNER	71.10
		NAEGLER OIL CO	JETA FUEL	15,672.99
			AV GAS	20,347.53
			JETA FUEL	25,999.64
			SATELLITE EQUIP CONNECTION	46.00
		BANKCARD CENTER 3374	BLADES	270.51
		PREFERRED AUTO RENTAL	APRIL COURTESY CAR	15.00
			MAY COURTESY CAR	30.00
		LOWE'S	PAINT, WOOSTERS, BLUE HAWK	101.14
		O'REILLY AUTOMOTIVE STORES INC	HEATER HOSE, MEGACRIMPS	13.22
			SEALING TAPE	3.49

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HITCH BALL & MOUNT	42.98
			V-BELTS	31.25
		CRAWFORD, MURPHY & TILLY INC	MODOT PROJECT #12-046B2	17,743.36
			MODOT PROJECT #12-046B-2	769.01
		BLUEGLOBES LLC	SIGNS	2,217.98
			TOTAL:	83,667.78
Grand Glaize Airport	Grand Glaize Airpo	FLEET ONE	GG FUEL	79.71
		NAEGLER OIL CO	AV GAS	20,337.78
			SATELLITE EQUIP CONNECTION	46.00
		LAKELAND OIL CO LLC	USED GAUGE	100.00
		PAUL'S CASH SAVER #602	FRANKS, CHIPS, DRINKS	35.91
		BANKCARD CENTER 3374	12V PUMP, BATTERIES	50.17
			12V PUMP, BATTERIES RETURN	50.17-
			12V PUMP, BATTERIES RETURN	46.68
		EZARD'S	HTCHPIN, PHOTOCELL, BALL/M	71.12
			RETURNED TRAILER BALL/MOUN	47.48-
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	38.49
			TOTAL:	20,708.21

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

10	General Fund	37,647.90
20	Transportation	171,652.15
30	Water Fund	6,088.93
35	Sewer Fund	62,542.51
40	Ambulance Fund	3,166.83
45	Lee C. Fine Airport Fund	83,667.78
47	Grand Glaize Airport Fund	20,708.21

	GRAND TOTAL:	385,474.31

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;

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- 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: June 6, 2013 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

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: 4/6/13 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

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: June 6, 2013 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

Submission Date: June 4, 2013
Submitted By: City Engineer
Board Meeting Date: June 20, 2013

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

Description of Item:

Bill 13-37 - To allow the Mayor to execute the Agreement for Transfer of Entitlements

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

Citizens of Osage Beach, MoDOT Aviation, and City Staff.

Why is Board Action Required?

Approval of an ordinance

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

Request first and second readings of Bill 13-37.

Are there any deadlines associated with this action?

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

Comments and Recommendation of Department:

This agreement will transfer entitlement funds from the Grand Glaize Airport to Lee C. Fine Airport. We would like to proceed with this transfer to utilize all of the oldest money first.

This transfer will fund the construction of the Lee C. Fine Hangar Project.

The Engineering and Airport Departments recommend approval of this ordinance. A first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer and Airport Manager.

BILL NO. 13-37

ORDINANCE NO. 13.37

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSFERRING FEDERAL NON-PRIMARY ENTITLEMENT FUNDS FROM GRAND GLAIZE AIRPORT TO THE LEE C. FINE MEMORIAL AIRPORT FOR THE CONSTRUCTION OF HANGARS AT THE LEE C. FINE MEMORIAL AIRPORT

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the agreement with the Missouri Highways and Transportation Commission transferring federal non-primary entitlement funds from the Grand Glaize Airport to the Lee C. Fine Memorial Airport for the construction of hangars at the Lee C. Fine Memorial Airport.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Exhibit A titled, Agreement for Transfer of Entitlements.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 13.37 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:
Abstentions:

Nays:
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. 13.37.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk



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U.S. Department of Transportation
Federal Aviation Administration

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

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

City of Osage Beach (Grand Glaize)

(Name of Transferor Sponsor)

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

<u>Amount</u>	<u>Fiscal Year</u>
\$ 21,177	2010 – Part A
\$ 25,500	2010 – Part B
\$ 150,000	2011
TOTAL \$ 196,677	

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

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

TRANSFERRING SPONSOR

**BY
MISSOURI DEPARTMENT OF TRANSPORTATION**

City of Osage Beach

(Signature)

Michelle Teel, Multimodal Operations

(Typed Name & Title)

(Date)

(Signature)

(Typed Name & Title)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

By _____

(Signature of Sponsor's Attorney)

Submission Date: June 13, 2013
Submitted By: City Engineer/Airport Manager
Board Meeting Date: June 20, 2013

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

Description of Item:

Bill 13-38 - To authorize the Mayor to execute the Grant Agreement for the Hangar Project at Lee C. Fine.

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

Citizens of Osage Beach, MoDOT Aviation, and City Staff.

Why is Board Action Required?

Board action is required to adopt an ordinance.

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

Request first and second readings of Bill 13-38.

Are there any deadlines associated with this action?

This grant agreement needs to be executed to get reimbursed for the design and construction.

Comments and Recommendation of Department:

This agreement allows the City to be reimbursed for the hangar design and construction.

This agreement is for \$533,618 to be at the 95% federal participation and \$150,000 at the 90 % participation. The City portion of the engineering and construction is \$44,754.

The Engineering and Airport Departments recommend approval of this ordinance. A first and second reading is requested.

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City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-38

ORDINANCE NO. 13.38

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A STATE BLOCK AGREEMENT, PROJECT NUMBER 12-046B-2, WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR FUNDING FOR THE DESIGN AND CONSTRUCTION OF BOX HANGARS AT THE LEE C. FINE MEMORIAL AIRPORT

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the agreement with the Missouri Highways and Transportation Commission providing for funding for the design and construction of box hangars at the Lee C. Fine Memorial.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Exhibit A titled, State Block Grant Agreement, Project Number 12-046B-2.

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

READ FIRST TIME: _____

READ SECOND TIME: _____

I hereby certify that Ordinance No. 13.38 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:
Abstentions:

Nays:
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. 13.38.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

CCO FORM: AC10
 Approved: 03/91 (KR)
 Revised: 03/13 (MWH)
 Modified:

Sponsor: City of Osage Beach
 Project No. 12-046B-2
 Airport Name Lee C. Fine Memorial

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

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

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

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
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Sponsor: City of Osage Beach
 Project No. 12-046B-2
 Airport Name Lee C. Fine Memorial

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

(2) **PROJECT TIME PERIOD:** The project period shall be from the date of execution by the Commission to December 31, 2013. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

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

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

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Six Hundred Eighty-Three Thousand Six Hundred Eighteen dollars (\$683,618) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents the federal participation of Five Hundred Thirty-Three Thousand Six Hundred Eighteen Dollars (\$533,618) at ninety five percent (95%) and One Hundred Fifty Thousand Dollars (\$150,000) at ninety percent (90%) of eligible project costs.

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

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Forty-Four Thousand Seven Hundred Fifty-Four Dollars (\$44,754).

(A) The Sponsor shall provide matching funds of not less than Twenty-Eight Thousand Eighty-Seven Dollars (\$28,087) at ninety five percent (95%) and Sixteen Thousand Six Hundred Sixty-Seven Dollars (\$16,667) at ninety percent (90%) of eligible project costs.

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

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that are ineligible as defined in the Airport and Airway Improvement Act of 1982 (as amended) and in Title 49, Code of Federal Regulations (hereinafter, "CFR"), Part 18.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before July 31, 2013 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination

of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

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

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

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

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

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

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also

be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

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

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

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

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

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

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

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(15) LEASES/AGREEMENTS: The Sponsor shall incorporate the FAA Standard Airport Lease/Agreement provisions into all leases/agreements for use of airport property other than the public use areas. In addition to these provisions, these leases/agreements must provide for fair market value income and prohibit exclusive rights.

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

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

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

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

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

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

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

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission

may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

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

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

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

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

(24) INDEMNIFICATION:

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

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

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

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

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

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

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

Commission: Amy Ludwig
 Administrator of Aviation
 Missouri Department of Transportation
 P.O. Box 270
 Jefferson City, MO 65102
 (573) 751-7912
 (573) 526-4709 FAX
 email: amy.ludwig@modot.mo.gov

Sponsor: Nick Edelman, P.E.
City Engineer
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
(573) 302-2000
(573) 302-2039 FAX
Email: nedelman@osagebeach.org

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

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

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

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

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

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS:

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

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

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

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

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

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

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

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

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment. The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under Federal Aviation Regulation Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment, except for instrument landing systems.

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds. This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Notice to Bidders - Required Language: The Sponsor shall include the following special provision when advertising for bids: "Notice to all potential bidders on federally funded airport construction projects: As mandated by Executive Order 12818, issued by President George Bush on October 23, 1992, a Job Special Provision will be inserted into and made a part of every contract for federally funded airport construction projects, awarded from this or future notices of lettings."

(G) Airport Job Special Provision - Required Language: The Sponsor shall include the following special provisions in contracts for federally funded airport construction projects. "By entering into this contract, the Contractor agrees to comply with all applicable terms of Executive Order 12818, issued by President George Bush on October 23, 1992, prohibiting certain contractual requirements, and prohibiting discrimination against certain persons or entities on the basis of whether or not labor organization Agreements or affiliations exist. The Contractor further agrees to include within its contracts and subcontracts governing this work, a provision that requires those contractors or subcontractors to comply with Executive Order 12818 (except as may be exempted by the terms of the executive order itself).

The contractor understands, and agrees to inform its own contractors and subcontractors, that failure to comply with Executive Order 12818 will subject them to disciplinary action as appropriate, including, but not limited to, debarment, suspension, termination of the contract for default, or the withholding of payments. The Contractor

also understands that the Sponsor has not adopted any policies or contractual provisions which violate Executive Order 12818."

(H) Grant Made on Preliminary Plans and Specifications and/or Estimates: This grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. Within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

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

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

(J) Disadvantaged Business Enterprise Required Statements:

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

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

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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

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

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

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

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

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

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

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

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

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

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

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

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

(38) EXHIBIT "A" PROPERTY MAP: The Sponsor shall develop (or update) an Exhibit "A" Property Map, which clearly shows by appropriate legal description all airport land owned by the Sponsor, including land and interests in land in the runway approach areas, plus any areas or tracts/parcels of land proposed to be acquired in connection with this project. In addition, the map must indicate by appropriate symbols or other markings the property interest (fee title, avigation easement, etc.) the Sponsor holds in each tract/parcel of airport land and the property interest to be acquired in each tract/parcel of land in connection with this project.

(39) RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any obstruction, residence, structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any

other structure approved by the Commission and the FAA. Any existing obstructions, structures, facilities or uses, including use of equipment that could interfere with electronic guidance or communication systems for aircraft, within the Runway Protection Zone shall be cleared or discontinued unless approved by the Commission and the FAA. The Sponsor shall also take any and all steps necessary by fee ownership or avigation easement to ensure that the land within the designated Runway Protection Zone will not include anything that violates FAA standards, is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums, golf courses or any other uses restricted by FAA standards.

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

(41) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

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

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

(A) The Sponsor shall require the resident project representative to

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

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

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

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

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

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

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

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

(C) Any construction work performed prior to the Sponsor's issuance of

a Notice to Proceed shall not be eligible for funding participation.

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

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

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

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

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

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

(53) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction

equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

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

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

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

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

(56) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Commission will forward one (1) set of the updated ALP to the FAA central region office.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

SUB-RECIPIENT INFORMATIONAL FORM

Federal Funding Accountability and Transparency Act 2006

Sub-Recipient Information

SUB-RECIPIENT NAME AND ADDRESS

Name:

Address:

City:

State: MO

Zip:

Sub-Recipient DUNS Number:

Sub-Recipient MPIN Number (CCR Registration number):

Sub-Recipients Annual Gross Revenues Exceed
80% or more in Federal Awards

Yes

No

Sub-Recipients Annual Gross Revenues Equal or
Exceed \$25,000,000

Yes

No

Sub-Recipient Highly Compensated Officer

Officer Name

Officer Compensation

COMMENT

PREPARED BY:

DATE:

Name:

Title:

Email:

Submission Date: June 10, 2013
Submitted By: City Engineer
Board Meeting Date: June 20, 2013

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

Description of Item:

Bill 13-39 - To award Engineering Services Contract No. AEOB13-005 for the Design of the Nichols Road Reconstruction to HR Green

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

Citizens and visitors, future contractors and suppliers, HR Green, City Staff

Why is Board Action Required?

The procurement will exceed \$5000.

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

Request first and second readings of Bill 13-39.

Are there any deadlines associated with this action?

We would like to have the engineering completed by the end of the year so we can bid out the construction early 2014.

Comments and Recommendation of Department Head:

Bill 13-39 is to award the engineering contract for the design of the Nichols Road Reconstruction to HR Green. This project is included in the 2013 budget.

HR Green Company was selected as the Best Qualified/Best Experienced firm to complete this work. They completed the TEAP study for Nichols Road and have completed Passover Road and other major road projects for the City of Osage Beach.

This project will design the Reconstruction of Nichols Road from the Route 54 Expressway to a location near Osage Beach Parkway. The design will include a round-about, landscaping, and other features to create a boulevard style roadway. The design of this roadway will try to maximize the use of previously acquired land.

We are looking at creating maps and renderings to be on display in the lobby for any business owners/property owners who have questions about the project.

Funding for this work is included in 20-00-773100 Engineering. As of the May 31 Financial Statement there is \$198,095 remaining in this account.

The Engineering Department has worked with HR Green in the past with favorable results and recommends approval of this contract in the not to exceed amount of \$129,200.25 to HR Green.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-39

ORDINANCE NO. 13.39

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HR GREEN, INC. FOR THE DESIGN OF ROADWAY AND DRAINAGE IMPROVEMENTS FOR NICHOLS ROAD

WHEREAS, the City of Osage Beach seeks to engage a company to design the roadway and drainage improvements on Nichols Road; and

WHEREAS, HR Green, Inc. was selected as the Best Qualified/Best Experienced firm to provide such services as described in Exhibit 1 of Project Number AEOB13-005.

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 HR Green Inc. substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed one hundred twenty nine thousand two hundred dollars and twenty five cents (\$129,200.25).

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 Ordinance No. 13.39 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. 13.39.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

000072

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
A/E SERVICES CONTRACT NO. AEOB13-005
FOR THE
DESIGN OF ROADWAY AND DRAINAGE IMPROVEMENTS
FOR NICHOLS ROAD**

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

THE CITY OF OSAGE BEACH A FORTH CLASS MUNICIPALITY IN THE STATE OF MISSOURI (“Owner”)

and HR GREEN, INC. (“Engineer”).

Owner intends to reconstruct Nichols Road from a location near the Osage Beach Parkway/Nichols Road Intersection to a location near the Route 54/Nichols Road Interchange. Improvements will aim to meet City Design Guidelines (standards) by realigning, grading, constructing storm drainage, curb and gutter, and incidentals as required. Nichols Road will become a boulevard style roadway and will limit driveway access. A roundabout will be designed for the proposed hospital entrance. The realignment of Nichols will take into account the TEAP study. Landscaping of the islands in the boulevard will be completed. It is proposed to enter into an agreement with the ENGINEER to provide professional design services for the proposed project.

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement,

then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited

to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of

the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and are considered the property of the City of Osage Beach and shall be delivered to the City upon completion of the project.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for

use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against

Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of non-binding mediation or other provisions of this Agreement, or exercising their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners,

agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings

indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media

format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 5 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," NOT USED
- E. Exhibit E, "Notice of Acceptability of Work," NOT USED
- F. Exhibit F, "Construction Cost Limit" NOT USED
- G. Exhibit G, "Certificate of Insurance", consisting of 2 pages.
- H. Exhibit H, "Dispute Resolution," NOT USED
- I. Exhibit I, "Allocation of Risks," NOT USED
- J. Exhibit J, "Special Provisions," NOT USED
- K. Exhibit K, "Amendment to Standard Form of Agreement," NOT USED
- L. Exhibit L, "Fee Estimate" consisting of 2 pages

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to _ inclusive, together with the exhibits identified above and the fee estimate) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

THE CITY OF OSAGE BEACH MISSOURI

HR Green, Inc.

By: The Honorable Penny Lyons

By: Richard J. Cammarata, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: _____

Engineer License or Certificate No. 2002006608

State of: Missouri

Address for giving notices:

Address for giving notices:

1000 City Parkway

16020 Swingley Ridge Road, Suite 205

Osage Beach, Missouri 65065

Chesterfield, Missouri 63017

Designated Representative (see paragraph 8.03.A):

Designated Representative (see paragraph 8.03.A):

Mr. Nicholas Edelman, PE

Jason S. Dohrmann, P.E.

Title: City Engineer

Title: Site Leader/Regional Director – Transportation

Phone Number: 573-302-2000 Ex. 297

Phone Number: 636-812-4209

Facsimile Number: 573-302-2039

Facsimile Number: 636-519-0996

E-Mail Address: nedelman@osagebeach.org

E-Mail Address: jdohrmann@hrgreen.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____,

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE I – SCOPE OF SERVICES

- A. **DESIGN PHASE** – The Engineer will provide preliminary plans that are approximately 30% complete. These plans will show the general nature of the proposed improvements and will include the following:
1. **Field Checks** – The Engineer will complete a general field check of the project to evaluate existing topographic conditions and review the topographic survey.
 2. Prepare horizontal and vertical alignment for roadway; adjust and tweak as necessary once cross sections are prepared.
 3. Cover sheet with legend, sheet index, locator map, and abbreviations.
 4. Proposed typical sections.
 5. Reference tie sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
 6. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
 7. Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
 8. The location of all utilities, and book and page if the easement is on private property, based on available information.
 9. Sideroad profiles for each of the abutting roadways, drawn to a scale of 1" equals to 20' horizontally and 1" equals 5' vertically will be shown on separate profile sheets.
 10. A preliminary analysis of stormwater drainage impacts will be completed. A preliminary stormwater drainage layout will be designed and shown on plan sheets. A technical memorandum will be completed summarizing this task.
 11. Cross sections for mainline and side roads will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. For the preliminary cross sections, only proposed pavement and sidewalks will be shown to generate construction limits. Driveway sections will also be shown at the preliminary plan stage.
 12. Prepare Engineer's Estimate of Probable Cost (EEOPC) – The Engineer will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing MoDOT's Estimate program, as well as other sources of published unit bid prices for construction.

In addition to the above tasks, also included in the Preliminary Plan Preparation task is;

13. A maximum of two (2) design progress review meetings – one of which will be a plan-in-hand type of site visit that will field verify that all existing topographic features are correctly represented on the plan set.
14. Utility Coordination – The Engineer will provide a preliminary phase plan submittal to utility providers. This will include a full set of ½ size plans (which will include title sheet, typical section sheets, plan sheets, and cross section sheets). A PDF copy of this plan set will be made as well for forwarding to the utility companies. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use.
15. Drainage Design - In order for an accurate and complete picture of the right of way needs for the project, the drainage design will be expedited. The drainage design will include:
 - a. Assessment of the existing and proposed watershed and drainage areas.
 - b. Assessment of the existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused.
 - c. Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes).
 - d. Culvert (pipe) profile sheets drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.

B. RIGHT OF WAY PHASE – After review of the preliminary plan comments from the public meeting and from the City's review, the Engineer will modify the plans to correspond to any City driven changes and proceed towards final design of the project. At this point, the Engineer will begin the preparation of Right of Way Documents. The following items and assumptions are also included in this phase of work:

- a. The Engineer shall provide individual Exhibits for property taking, individual legal descriptions by parcel, and individual exhibits required for easements. The total number of exhibits shall be limited to sixteen (16) for this contract. The total number of legal descriptions written shall be limited to sixteen (16) for this contract.
- b. The City will provide title insurance information, prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project.
- c. The Engineer will not be responsible for staking or re-staking tentative right of way on individual properties.
- d. Any work required for condemnation of property, once the Right of Way Plans have been submitted and approved, is excluded from this scope of services.
- e. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor.
- f. The Engineer will not be responsible for the preparation of any Certified Land Corner documents.
- g. The Engineer will not be responsible for the monumentation of any existing or proposed right of way or property corners for this project.

C. CONSTRUCTION PHASE – The Engineer will:
The Final PS&E submittal for this project will include the following information:

1. Final Field Check - HR Green will complete a final field check of the project to review the proposed design against the existing conditions.
2. Cover sheet with legend, sheet index, locator map, and abbreviations.
3. Tabulation of Quantities – Quantity sheets (Summary Sheet will be provided, and subsequent quantity breakdown sheets with per item/per sheet quantities will be provided)
4. Proposed typical sections
5. Reference tie sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.
6. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically.
7. Side road profiles, drawn to a scale of 1" equals to 20' horizontally and 1" equals 5' vertically will be shown on separate profile sheets.
8. Roundabout geometrics and warping details will be provided as well as warping for other intersections.
9. Proposed storm sewer design, calculations, and storm sewer profiles. Profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.
10. Retaining wall design will be show on split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 2' vertically.
11. Striping and Signage plans will be shown on a split plan/plan sheet drawn at a scale of 1" equal to 50' horizontally.
12. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally.
13. Utility Relocation Plans (City-owned Sanitary and Water) will be designed to show lengths and depths of relocation.
14. Landscaping plans will include all necessary plantings in medians. Plants shall be drought tolerant and salt-resistant plantings consistent with Passover Road.
15. Street lighting plans will be prepared using lighting fixtures, bases, and spacing consistent with Passover Road.
16. Construction Phasing and Staging shown on split plan sheets drawn to a scale of 1" equals 50'. Construction Phasing and Staging Plans will show required road closures, detours, and required signage
17. General construction detail sheet(s)
18. Cross sections for the mainline and side roads shall be provided at fifty-foot intervals along the proposed centerline of the alignment. Cross sections will be drawn at a scale of 1" equals 5' both horizontally and vertically. Driveway sections will be included in addition to the 50-foot interval cross sections. Driveway sections will be shown as they numerically appear and sufficient survey will be provided to design the driveway from the new roadway grade to the controlling house grade (for minimum impact conditions). For each cross section, right of way, easement, and utility information will be graphically shown.
19. Prepare Engineer's Estimate of Probable Cost (EEOPC) – The Engineer will, based on the Final Plans, will complete an engineer's estimate of probable cost utilizing MoDOT's Estimate program, as well as other sources of published unit bid prices for construction.

- In addition to the specific plan requirements of the Construction Plans, the following items and assumptions are also included in this phase of work:
20. Utility Coordination – The Engineer will make a Final PS&E (paper copy) submittal to each utility company with facilities within the project corridor. A PDF copy of this plan set will be made as well for forwarding to the utility companies. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use.
 21. The City will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
 22. This scope allows for the Engineer's attendance at two (2) Utility Coordination Meetings in conjunction with the project. The meetings will generally be several weeks after the two plans submittals made to the utility companies (after the Preliminary Plans and Final PS&E submittals).
 23. The Engineer will provide the Technical Specifications and Job Special Provisions as required. The City will provide the front-end documents. The Engineer will meet with the City prior to generating the specifications and JSP's to discuss project specific issues to be addressed in the project manual.
 21. A maximum of three (3) design progress review meetings – one of which will be a plan-in-hand type of site visit that will field verify the final design plan set against existing conditions – are anticipated for this project.

D. BIDDING PHASE – The Bidding Phase for this project will include:

1. The Engineer will assemble the bidding packages for the project, including the plan sets and bound project manual. The Engineer will provide twenty-five (25) copies of the documents for bidding as specified in the Deliverables Section of this document.
2. Answering verbal Requests for Information (RFI) during the bidding phase
3. Attendance at the pre-bidding meeting
4. Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
5. Attendance at the bid opening
6. Attendance at the pre-construction conference
7. Answer contractor questions during construction and make periodic site visits when requested by the City, for special issues regarding plan conformance or plan interpretation, which will be limited to sixteen (16) hours.

E. SCHEDULE

1. The Engineer shall complete Preliminary Design within sixty – one (61) calendar days of receipt of Notice to Proceed
2. The Owner shall provide review comments within seven (7) days of the receipt of preliminary plans. Upon receipt of Owner comments, final bidding documents shall be transferred to the City within one hundred eighteen (118) Calendar Days.

F. DELIVERABLES – The deliverables required for this project will include the following:

1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.

2. Three (3) ½-size sets of Preliminary Plans printed on 11"x17" bond paper for review by the City.
3. Three (3) ½-size sets of Preliminary Plans to the utility companies affected by the project
4. Two (2) paper copies of each exhibit and legal description to the City for their use.
5. One (1) full size set of Preliminary Plans to the City for appraiser/negotiator use.
6. Three (3) ½-size sets of Construction Plans for preliminary review by the City, three (3) ½-size sets to the utilities for review, and one (1) electronic set of Job Special Provisions for preliminary review.
7. Three (3) ½-size sets of Construction Plans for final review by the City, and (1) electronic set of Job Special Provisions for final review.
8. Twenty-five (25) ½-size sets of Final Construction Plans and twenty-five (25) Project Manuals (specifications, bidding documents, contract, etc.) for bidding.
9. One (1) Compact Disk (CD) containing an electronic copy of the Plans in AutoCAD format and including one (1) copy of the Project Manual in Microsoft Word format. The design will be completed in Microstation (using Geopak as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Zoning, deed, and other land use restrictions.
 2. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 3. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 4. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires ascertaining how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference; bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

END OF EXHIBIT B

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2--Owner's Responsibilities

Compensation For Basic Services shall be paid on the following basis:

Payment for services shall be paid for on a Lump Sum basis, wherein the amount invoiced will be based on the estimated percentage of engineering services rendered and expenses incurred through the respective invoiced period.

Total Contract Amount

TOTAL CONTRACT AMOUNT – The total contract amount shall not exceed **One Hundred Twenty-Nine Thousand, Two Hundred Dollars and twenty-five cents (\$129,200.25)**.

Payments for services rendered will be made based upon a payment request submitted by the Engineer and approved by the City Engineer. Payments must be approved by the Board of Aldermen who meet on the first and third Thursdays of the month. It is respectfully requested that payment requests be received not later than the 15th of the month in order to assure payment approval at the first board meeting of the month. Such price and payment rendered shall be full compensation for the work performed to that date.

END OF EXHIBIT C

ESTIMATE OF COST - HR GREEN, INC.

<u>Task i: HR Green PROJECT MANAGEMENT</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Principal	\$250.00	2	\$500.00
Professional	\$176.00	59	\$10,384.00
Senior Professional	\$125.00	8	\$1,000.00
Junior Professional	\$110.00	4	\$440.00
Senior Technician	\$98.00	6	\$588.00
Administrative Assistant	\$70.00	9	\$630.00
<u>Task A: HR Green PRELIMINARY DESIGN</u>			
Principal	\$250.00	0	\$0.00
Professional	\$176.00	17	\$2,992.00
Senior Professional	\$125.00	41	\$5,125.00
Junior Professional	\$110.00	130	\$14,300.00
Senior Technician	\$98.00	114	\$11,172.00
Administrative Assistant	\$70.00	7	\$490.00
<u>Task B: HR Green RIGHT OF WAY DESIGN</u>			
Principal	\$250.00	0	\$0.00
Professional	\$176.00	6	\$1,056.00
Senior Professional	\$125.00	32	\$4,000.00
Junior Professional	\$110.00	28	\$3,080.00
Senior Technician	\$98.00	38	\$3,724.00
Administrative Assistant	\$70.00	0	\$0.00
<u>Task C: HR Green FINAL DESIGN</u>			
Principal	\$250.00	0	\$0.00
Professional	\$176.00	29	\$5,104.00
Senior Professional	\$125.00	32	\$4,000.00
Junior Professional	\$110.00	165	\$18,150.00
Senior Technician	\$98.00	161	\$15,778.00
Administrative Assistant	\$70.00	19	\$1,330.00
<u>Task D: HR Green BIDDING SERVICES / CONSTRUCTION SERVICES</u>			
Principal	\$250.00	0	\$0.00
Professional	\$176.00	47	\$8,272.00
Senior Professional	\$125.00	0	\$0.00
Junior Professional	\$110.00	4	\$440.00
Senior Technician	\$98.00	8	\$784.00
Administrative Assistant	\$70.00	1	\$70.00
HR Green LABOR SUBTOTAL		967 hrs	\$113,409.00
Other Direct Costs			
Mileage			840.00
Subcontractor: Surveying Solutions LLC			13,625.00
Printing, Postage, and Copies			1,326.25
DIRECT COST AND SUBCONSULTANT SUBTOTAL			15,791.25
TOTAL FOR HR GREEN, INC.			\$129,200.25

Construction Cost Estimate

\$1,115,798

Design as Percent of Construction

11.6%

Submission Date: June 11, 2013

Submitted By: City Attorney

Board Meeting Date: June 20, 2013

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

Description of Item:

This is a public hearing to allow the public to give feedback and comments on the City's request to extend by five (5) years the lease dated March 5, 1999, as amended, between the City of Osage Beach and the Missouri Department of Natural Resources for the City's leasing and operation of the Lee C. Fine Memorial Airport located within the Lake of the Ozarks State Park.

This hearing will fulfill the terms of the 2006 Amendment No. 2 to the lease agreement dated March 5, 1999 between the City and the Missouri Department of Natural Resources for the City's leasing and operation of the Lee C. Fine Memorial Airport located within the Lake of the Ozarks State Park.

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

Citizens, airport users and guests.

Why is Board Action Required?

No board action is requested.

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

N/A

Are there any deadlines associated with this action?

No.

Department Comments:

Suggest the Board conduct the hearing and report the results to the Department of Natural Resources.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

Submission Date: June 11, 2013

Submitted By: City Attorney

Board Meeting Date: June 20, 2013

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

Description of Item:

Bill 13-40 - To authorize the Mayor to request a 5-year lease extension of the lease dated March 5, 1999, as amended, between the City and the Missouri Department of Natural Resources for the City's leasing and operation of the Lee C. Fine Memorial Airport located within the Lake of the Ozarks State Park.

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

Citizens, airport users and guests.

Why is Board Action Required?

Board action is required to extend a contract.

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

Request first and second reading of Bill 13-40.

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. 13-40

ORDINANCE NO. 13. 40

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO ON BEHALF OF THE CITY APPLY FOR A FIVE YEAR EXTENSION OF THE 1999 LEASE BETWEEN THE CITY AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE LEE C FINE MEMORIAL AIRPORT IN A FORM TO BE APPROVED BY THE CITY ATTORNEY.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to act on behalf of the City to apply for a five year extension of the 1999 lease between the City and the Missouri Department of Natural Resources for the Lee C. Fine Memorial Airport under the same terms and conditions as presently exist in said lease and the amendment thereto.

Section 2. That the Board of Aldermen hereby authorizes the Mayor to execute the letter requesting the lease extension on behalf of the City of Osage Beach substantially in the same form as attached in Exhibit "A."

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. 13.40 was duly passed on _____, 2013 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: _____ Nays: _____
Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 13.40.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk



1000 City Parkway • Osage Beach, MO 65065
City Hall [573] 302-2000 • Fax [573] 302-0528

June 21, 2013

Ms. Sarah Parker Pauley
Executive Director
Missouri Department of Natural Resources
P. O. Box 176
Jefferson City, Missouri 65102

Re: Lease Extension for Lee C. Fine Memorial Airport,
Lake of the Ozarks State Park

Dear Ms. Pauley,

Pursuant to the terms of the Lease Agreement dated March 5, 1999 between the City of Osage Beach and the Missouri Department of Natural Resources for the Lee C. Fine Memorial Airport, Lake of the Ozarks State Park and Amendments No. 1 and No. 2 to that lease, the City hereby requests a Five (5) year extension to that lease.

On June 20, 2013 the City conducted a regularly scheduled meeting of the Board of Aldermen at which time one of the agenda items was a time for public comment and consideration of the lease. No negative comments for the extension to the lease were received.

If you have any questions, or if the Department of Natural Resources needs any information, please do not hesitate to contact me.

Sincerely

Penny Lyons
Mayor

cc. City Clerk
Board of Aldermen

Submission Date: June 11, 2013

Submitted By: City Attorney

Board Meeting Date: June 20, 2013

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

Description of Item:

Bill 13-41 - Regulates peddlers, solicitors, or canvassers standing, walking on the road way, or stalling or obstructing traffic, specifically creating a new Section 610.150 .7

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

Drivers, police and peddlers, solicitors, or canvassers standing.

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 13-41.

Are there any deadlines associated with this action?

No.

Department Comments:

Recommend adoption. This makes clear that a peddlers, solicitors, or canvassers, may not stand, walk or loiter on the road way or in any other manner stall, delay, or obstruct the normal flow of traffic. Bill 13-41 may be used by the Police Department when necessary.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney.

BILL NO. 13-41

ORDINANCE NO. 13-41

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING NEW SECTIONS WITHIN CHAPTER 610, SPECIFICALLY SECTIONS 610.150 .7 RELATING TO PEDDLERS SOLICITORS OR CANVASSERS STANDING OR WALKING ON THE ROADWAY OR STALLING OR OBSTRUCTING TRAFFIC

WHEREAS, the smooth and unobstructed flow of traffic is important for public safety and the local economy and peddlers, solicitors or canvassers standing or walking in the road way or stalling or obstructing traffic creates an unsafe situation for the individual and passing traffic and any police, fire, or ambulance personnel attempting to respond to an accident, calls for service or disaster; and

WHEREAS, the duty of all citizens including peddlers, solicitors or canvassers to keep traffic clear and avoid standing or walking on the roadway or stalling or obstructing traffic.

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

Section 1. Section 610.150 is hereby repealed.

Section 2. There is hereby enacted into law a new Section 610.150 as follows:

SECTION 610.150: GENERAL PROHIBITIONS

It shall be unlawful for any peddlers, solicitor or canvasser to:

1. Enter upon any private property where the property has clearly posted in the front yard a sign visible from the right-of-way (public or private) indicating a prohibition against peddling, soliciting and/or canvassing. Such sign need not exceed one (1) square foot in size and may contain words such as "no soliciting" or "no solicitors" in letters of at least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)

2. Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entranceway leading into the residence or dwelling at which guests would normally enter, which sign contains the words "no soliciting" or "no solicitors" and which is clearly visible to the peddler, solicitor or canvasser.

3. Use or attempt to use any entrance other than the front or main entrance to the dwelling, or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.

- 4. Remove any yard sign, door or entrance sign that gives notice to such person that the resident or occupant does not invite visitors.
- 5. Enter upon the property of another for the purpose of engaging in peddling, soliciting or canvassing, except between the hours of 9:00 A.M. and 8:00 P.M.
- 6. Set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
- 7. Stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.

The above prohibitions shall not apply when the peddler, solicitor or canvassers has an express invitation from the resident or occupant of a dwelling allowing him/her to enter upon any posted property.

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 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 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: _____.

I hereby certify that the above Ordinance No. 13.41 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 Ordinance No. 13.41.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk