



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
July 25, 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 07/11/13 (Page 01)
- Bills List (Page 04)

UNFINISHED BUSINESS

- A. Discussion of Outer Road. (Refer to Memo from Nick Edelman) (Page 29)

NEW BUSINESS

- A. Resolution 2013-07. Mutual Aid Agreement with the Missouri Department of Natural Resources and Missouri State Park Ranger. (Page 31)
- B. Bill No.13-43. Authorize Mayor to Execute a Contract Modification with Show-Me Asphalt Paving & Maintenance for the Seal Coat and Restriping Parking Lots and City Hall and Lee C. Fine Airport. First and Second Readings (Page 38)
- C. Bill No. 13-44. Authorize Mayor to Execute a Contract for the Public Works Storage Building Project. First and Second Readings (Page 42)
- D. Bill No. 13-45. Authorize Mayor to execute the Missouri Highways and Transportation Commission State Block Grant Agreement for the Land Acquisition of 5926 Osage Beach Parkway. First and Second Readings (Page 47)
- E. Bill No. 13-46. Establish a Conflict of Interest Policy to Disclose Potential Conflicts. First and Second Readings. (Page 100)
- F. Heating and Cooling Modification / Installation for New Office Space (Page 104)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

July 11, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, July 11, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Lois Farmer, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Ron Schmitt, Alderman Kevin Rucker. The Deputy City Clerk, Dorothy Urlicks was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons was happy that we had a safe Holiday weekend. She noted the City was busy and the weather was nice.

Citizens Communications.

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

Consent Agenda.

Alderman Schmitt moved to approve the consent agenda which includes minutes of the regular meeting held on June 20 and the minutes of the special meeting held on June 27, 2013, the bill list as submitted and liquor licenses to the following: Touch of Asia, Dog Days and Bootleggers.

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

Unfinished Business.

Bill 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

Mayor Lyons presented the second and final reading of Bill No. 13-41 by title only. It was noted that Bill No. 13-41 has been available for public review. Alderman Olivarri moved to approve the second and final reading of Bill No. 13-41 as presented. Alderman Kahrs seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-41 and to pass same into Ordinance: "Ayes:" Alderman Rucker, Alderman Catcott, Alderman Schmitt, Alderman Olivarri, Alderman Kahrs, Alderman Farmer. "Nays": None. Bill No. 13-41 was passed and approved as Ordinance No. 13.41.

New Business.

Bid Award. Panels for Sewer Stations.

Superintendent of Public Works Rick King explained that bids were sent to 7 vendors with one responding: Municipal Equipment. The budgeted amount is \$65,638.00 for 11 simplex 2 hp, 10 duplex 2 hp, and 13 duplex 6.7 hp panels. The bid received was \$63,275.00. Staff recommends the bid be awarded to Municipal Equipment. This will be charged to account #35 774255.

Alderman Olivarri moved to award the bid for panels to Municipal Equipment in the amount of \$63,275.00. Alderman Catcott seconded the motion which was voted on and passed.

Second Quarter Budget Review.

City Administrator opens with questions from the Board. Alderman Schmitt expressed concerns over expenditures being higher than revenue. Alderman Rucker explained that some of the projects in 2013 are carried over from the 2012 budget and the revenue is carried forward too.

Alderman Kahrs understands the cost of doing business is going up, but is concerned with the shortfall of Sales Tax Revenue.

Alderman Olivarri compared this year to the same time last year, and stated we seem to have the same discussion every year at this same time. He mentioned we may have some competition with the two new outlet malls opening in St. Louis soon.

Alderman Rucker said he looks at the big picture; with 50% of the year past, total revenue is 42.98% and expenditures are 39.41% both expenses and revenues are down, and as long as they stay close we're OK.

Alderman Olivarri said the biggest months are ahead of us, but the City Administrator will watch this closely.

Communication from Board Members.

Alderman Catcott. Fred Catcott was glad the 4th was safe and Police presence helps keep it safe.

Alderman Rucker. Kevin Rucker questioned if the signage on 54 was complete. City Engineer, Nick Edelman said it is complete.

Staff Communications.

City Administrator. Nancy Viselli mentioned the new billboards on the bridge.

Police Department. Todd Davis said it was an uneventful Holiday weekend, however there was damage to one police car.

Engineering Department. Nick Edelman said the slurry seal at Lee C. Fine Airport was under budget. He would like to do more work to repair the blacktop while the workers are still there. Alderman Olivarri made a motion to do the extra work to repair the blacktop at a cost of \$2,785.00. Alderman Catcott seconded the motion which was voted on and passed.

Executive Session. Alderman Olivarri moved to close the meeting as allowed by RSMo. Section 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and RSMo. Section 610.021(3), Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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

CLOSED SESSION

Alderman Olivarri moved to open the meeting. Alderman Rucker seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Schmitt, Alderman Olivarri, Alderman Farmer, Alderman Kahrs, Alderman Rucker, Alderman Catcott. “Nays”: None. The meeting was therefore opened.

No announcements were made following the closed session.

There being no further business to come before the Board, the meeting adjourned at 8:05 p.m.

I, Dorothy Urlicks, Deputy City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on July 11, 2013.

Dorothy Urlicks, Deputy City Clerk

Penny Lyons, Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
July 25, 2013**

Bills Paid Prior to Board Meeting	284,558.19
Payroll Paid Prior to Board Meeting	254,757.62
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Prior to Board Meeting	0.00
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	215,187.47
Total Expenses	<u>754,503.28</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	4,453.86
			ADJUST PR DEDUCTIONS	380.86
			ADJUST PR DEDUCTIONS	146.84
			Dental Insurance Premiums	575.75
			Dental Insurance Premiums	588.00
			Health Insurance Premium	90.00
			Health Insurance Premium	60.00
			Health Insurance Contribut	570.00
			Health Insurance Contribut	570.00
			Health Insurance Contribut	297.50
			Health Insurance Contribut	315.00
			Health Insurance Premiums	228.00
			Health Insurance Premiums	228.00
			Vision Insurance Contribut	115.00
			Vision Insurance Contribut	115.00
			Vision Insurance Contribut	31.50
			Vision Insurance Contribut	29.75
			Vision Insurance Contribut	59.50
			Vision Insurance Contribut	63.00
		MO DEPT OF REVENUE	CVC COLLECTIONS	363.63
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201	344.31
			Case# 26v050500201	344.31
		MO DEPT OF REVENUE	State Withholding	3,914.00
			State Withholding	4,070.00
		MO TREASURER BUDGET DIRECTOR	OFFICER STANDARDS/TRAINING	51.00
		INTERNAL REVENUE SERVICE	Fed WH	12,117.90
			Fed WH	12,656.31
			FICA	7,361.67
			FICA	7.44
			FICA	7,698.79
			Medicare	1,721.66
			Medicare	1.74
			Medicare	1,800.51
		PRE PAID LEGAL SERVICES INC DBA	ADJUST PAYROLL DEDUCTIONS	0.02-
			Pre-Paid Legal Premiums	36.88
			Pre-Paid Legal Premiums	36.88
		ICMA	Retirment 457 &	321.68
			Retirment 457 &	715.78
			Retirement 457	823.19
			Retirement 457	823.19
			Loan Repayments	987.31
			Loan Repayments	1,083.19
			Loan Repayments	937.97
			Loan Repayments	937.97
			401 Loan Payment	335.63
			401 Loan Payment	335.63
			401 Loan Payment	337.69
			401 Loan Payment	337.69
			Loan Repayments	365.68
			Loan Repayments	365.68
			Loan Repayments	377.55
			Loan Repayments	377.55
			Loan Repayments	242.25
			Loan Repayments	242.25
			Loan Repayments	146.28
			Loan Repayments	146.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA %	55.35
			Retirement Roth IRA %	55.35
			Retirement Roth IRA	220.00
			Retirement Roth IRA	220.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.02-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	8.13
			Colonial Supplemental Insu	8.13
		AFLAC	Aflac Insurance Premiums	135.12
			Aflac Insurance Premiums	153.82
		CITIZENS AGAINST DOMESTIC VIOLENCE	JUN CADV COLLECTIONS	102.00
		AFLAC GROUP INSURANCE	ADJUST PR DEDUCTIONS	28.33
			Aflac Critical Illness Pol	33.81
			Aflac Critical Illness Pol	20.46
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,421.92
			American Fidelity	1,430.97
			Amerian Fidelity	807.27
			Amerian Fidelity	843.92
			ADJUST PAYROLL DEDUCTIONS	484.47
		THE LINCOLN NATIONAL LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	139.69
			ADJUST PAYROLL DEDUCTIONS	75.17-
			Group Life Ins and Buy Up	79.88
			Group Life Ins and Buy Up	95.88
		THE BANCORP BANK	HSA Contribution	25.00
			HSA Contribution	25.00
			HSA Family/Dep. Contributi	1,531.83
			HSA Family/Dep. Contributi	1,581.83
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	276.55
			Flex Account	43.54
			Flex Account	43.54
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	20.52-
			Texas Life After Tax	137.38
			Texas Life After Tax	137.38
			TOTAL:	81,797.57
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	176.96
			Medicare	41.38
		ICMA	Retirement 401	136.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	125.04
			TOTAL:	479.38
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.50
			Dental Insurance Premiums	57.50
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			Vision Insurance Contribut	7.00
			Vision Insurance Contribut	7.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	425.62
			FICA	425.62
			Medicare	99.54
			Medicare	99.54
		ICMA	Retirement 401	424.79
			Retirement 401	424.79
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	22.90
			Group Life Ins and Buy Up	22.90
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		THE BANCORP BANK	HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	4,171.10
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.50
			Dental Insurance Premiums	57.50
			Dental Insurance Premium	16.50
			Dental Insurance Premium	16.50
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	3.50
			Vision Insurance contribut	3.50
		INTERNAL REVENUE SERVICE	FICA	340.05
			FICA	334.72
			Medicare	79.52
			Medicare	78.28
		ICMA	Retirement 401	298.53
			Retirement 401	298.53
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	22.36
			Group Life Ins and Buy Up	22.36
			Short Term Disability Ins	7.95
			Short Term Disability Ins	7.95
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		THE BANCORP BANK	HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	4,276.15
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.50
			Dental Insurance Premiums	57.50
			Dental Insurance Premium	16.50
			Dental Insurance Premium	16.50
			Health Insurance Contribut	892.00
			Health Insurance Contribut	892.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	75.00
			HSA MPR Dependent Contribu	75.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
		INTERNAL REVENUE SERVICE	FICA	474.90
			FICA	474.90
			Medicare	111.07
			Medicare	111.07
		ICMA	Retirement 401	469.48
			Retirement 401	469.48
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	30.07
			Group Life Ins and Buy Up	30.07
			Short Term Disability Ins	26.40
			Short Term Disability Ins	26.40
		THE BANCORP BANK	HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	5,560.84
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	16.50
			Dental Insurance Premium	16.50
			Health Insurance Contribu	224.50
			Health Insurance Contribu	224.50
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
		INTERNAL REVENUE SERVICE	FICA	95.23
			FICA	95.23
			Medicare	22.27
			Medicare	22.27
		ICMA	Retirement 401	92.76
			Retirement 401	92.76
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	2.20
			Group Life Ins and Buy Up	2.20
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
			TOTAL:	944.46
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	28.75
			Dental Insurance Premiums	28.75
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	5.00
		INTERNAL REVENUE SERVICE	FICA	289.95
			FICA	289.95
			Medicare	67.81
			Medicare	67.81
		ICMA	Retirement 401	283.81
			Retirement 401	283.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	14.97
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
		THE BANCORP BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,485.78
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	86.25
			Dental Insurance Premiums	86.25
			Health Insurance Contribut	1,338.00
			Health Insurance Contribut	1,338.00
			HSA MPR Dependent Contribu	75.00
			HSA MPR Dependent Contribu	75.00
			Vision Insurance Contribut	15.00
			Vision Insurance Contribut	15.00
		INTERNAL REVENUE SERVICE	FICA	318.71
			FICA	318.71
			Medicare	74.53
			Medicare	74.53
		ICMA	Retirement 401	319.56
			Retirement 401	319.55
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	19.80
			Short Term Disability Ins	19.80
		THE BANCORP BANK	HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	4,985.99
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL JUN SERV	5,968.92
		ALLIED WASTE SERVICES #435	JUN TRASH SERVICE	114.91
		CULLIGAN LAKE OF THE OZARKS	SALT	90.84
			TOTAL:	6,174.67
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.50
			Dental Insurance Premiums	57.50
			Dental Insurance Premium	16.50
			Dental Insurance Premium	16.50
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
		WALMART COMMUNITY/GEORGE	FRANKS, BUNS, 35PK DR	29.27
			PDWERADE	215.04
		ALLIED WASTE SERVICES #435	JUN TRASH SERVICE	43.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	390.13
			FICA	7.44
			FICA	395.75
			Medicare	91.24
			Medicare	1.74
			Medicare	92.55
		ICMA	Retirement 401	226.13
			Retirement 401	226.13
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	17.29
			Group Life Ins and Buy Up	17.29
			Short Term Disability Ins	19.80
			Short Term Disability Ins	19.80
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	4,480.22
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	28.75
			Dental Insurance Premiums	28.75
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
		INTERNAL REVENUE SERVICE	FICA	121.95
			FICA	121.95
			Medicare	28.52
			Medicare	28.52
		ICMA	Retirement 401	121.46
			Retirement 401	121.46
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	7.49
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
		THE BANCORP BANK	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TDTAL:	1,614.54
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	661.25
			Dental Insurance Premiums	690.00
			Dental Insurance Premium	66.00
			Dental Insurance Premium	49.50
			Health Insurance Contribu	224.50
			Health Insurance Contribu	224.50
			Health Insurance Premium	389.00
			Health Insurance Premium	194.50
			Health Insurance Contribut	865.00
			Health Insurance Contribut	865.00
			Health Insurance Contribut	3,122.00
			Health Insurance Contribut	3,122.00
			Health Insurance Contribut	3,501.00
			Health Insurance Contribut	3,890.00
			HSA MPR Dependent Contribu	400.00
			HSA MPR Dependent Contribu	425.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA MPR Single Contributio	62.50
			HSA MPR Single Contributio	62.50
			Health Insurance Premiums	918.00
			Health Insurance Premiums	918.00
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	8.75
			Vision Insurance Contribut	7.00
			Vision Insurance Contribut	35.00
			Vision Insurance Contribut	38.50
		WALMART COMMUNITY/GECRB	DUR ALK C4S	20.91
		INTERNAL REVENUE SERVICE	FICA	2,984.95
			FICA	3,138.40
			Medicare	698.08
			Medicare	733.98
		ICMA	Retirement 401	2,973.22
			Retirement 401	3,066.81
		FORD, SAM	MEAL REIMB	25.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	178.36
			Group Life Ins and Buy Up	178.36
			Short Term Disability Ins	184.80
			Short Term Disability Ins	184.80
		THE BANCORP BANK	HSA Contribution	150.00
			HSA Contribution	150.00
			HSA Family/Dep. Contributi	3,075.00
			HSA Family/Dep. Contributi	1,275.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	62.51
			Flex Account	52.09
		KING, GINA	MEALS - EVIDENCE RM SEMINA	100.00
		ONE TIME VENDOR HAMPTON INN	LODGING, G KING	201.46
			TOTAL:	40,283.23
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	172.50
			Dental Insurance Premiums	172.50
			Dental Insurance Premium	66.00
			Dental Insurance Premium	66.00
			Health Insurance Contribut	692.00
			Health Insurance Contribut	692.00
			Health Insurance Contribut	778.00
			Health Insurance Contribut	778.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	50.00
			HSA MPR Single Contributio	50.00
			Health Insurance Premiums	918.00
			Health Insurance Premiums	918.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.50
			Vision Insurance Contribut	10.50
		INTERNAL REVENUE SERVICE	FICA	797.57
			FICA	797.79
			Medicare	186.52
			Medicare	186.57
		ICMA	Retirement 401	803.10
			Retirement 401	803.20

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		THE LINCDLN NATIDNAL LIFE INSURANCE CO	Group Life Ins and Buy Up	65.77
			Group Life Ins and Buy Up	65.77
			Short Term Disability Ins	16.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	59.40
			Short Term Disability Ins	59.40
		THE BANCORP BANK	HSA Contribution	150.00
			HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,950.00
			HSA Family/Dep. Contributi	150.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			TDTAL:	11,793.93

Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.50
			Dental Insurance Premiums	57.50
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
		INTERNAL REVENUE SERVICE	FICA	264.47
			FICA	264.47
			Medicare	61.85
			Medicare	61.85
		ICMA	Retirement 401	259.82
			Retirement 401	259.82
		THE LINCDLN NATIDNAL LIFE INSURANCE CD	Group Life Ins and Buy Up	16.32
			Group Life Ins and Buy Up	16.32
			Short Term Disability Ins	14.85
			Short Term Disability Ins	14.85
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TDTAL:	2,894.62

Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.50
			Dental Insurance Premiums	57.50
			Dental Insurance Premium	16.50
			Dental Insurance Premium	16.50
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	892.00
			Health Insurance Contribut	892.00
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	75.00
			HSA MPR Dependent Contribu	75.00

000013

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
		INTERNAL REVENUE SERVICE	FICA	553.74
			FICA	553.74
			Medicare	129.51
			Medicare	129.51
		ICMA	Retirement 401	544.69
			Retirement 401	544.69
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	33.24
			Group Life Ins and Buy Up	33.24
			Short Term Disability Ins	31.35
			Short Term Disability Ins	31.35
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	6,365.06
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	28.75
			Dental Insurance Premiums	28.75
			Dental Insurance Premium	16.50
			Dental Insurance Premium	16.50
			Health Insurance Premium	194.50
			Health Insurance Premium	194.50
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
		INTERNAL REVENUE SERVICE	FICA	304.40
			FICA	304.40
			Medicare	71.20
			Medicare	71.20
		ICMA	Retirement 401	295.57
			Retirement 401	295.57
		AT&T INTERNET/IP SERVICES	06/19-07/18/13 SERVICE	807.45
		CHARTER BUSINESS	JUL SERVICE	217.00
		VERIZON WIRELESS	SERVICE 06/22-07/21/13	80.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	15.63
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			TOTAL:	3,457.83
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	85.75

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	85.75
			Health Insurance Contribut	30.00
			Health Insurance Contribut	30.00
			Health Insurance Contribut	40.77
			Health Insurance Contribut	40.77
			Health Insurance Premiums	171.00
			Health Insurance Premiums	171.00
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	17.50
			Vision Insurance Contribut	17.50
		MO DEPT OF REVENUE	State Withholding	379.17
			State Withholding	518.09
		INTERNAL REVENUE SERVICE	Fed WH	1,139.88
			Fed WH	1,771.15
			FICA	688.30
			FICA	832.48
			Medicare	160.96
			Medicare	194.68
		ICMA	Retirement 457	50.00
			Retirement 457	50.00
			Loan Repayments	60.91
			Loan Repayments	60.91
			401 Loan Payment	16.89
			401 Loan Payment	16.89
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	73.46
			American Fidelity	73.46
			Amerian Fidelity	101.07
			Amerian Fidelity	101.07
		THE BANCORP BANK	HSA Contribution	20.00
			HSA Contribution	20.00
			HSA Family/Dep. Contributi	25.00
			HSA Family/Dep. Contributi	25.00
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	21.85
			Texas Life After Tax	21.85
			TOTAL:	7,116.61
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	201.25
			Dental Insurance Premiums	201.25
			Dental Insurance Premium	21.94
			Dental Insurance Premium	21.94
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	446.00
			Health Insurance contribut	446.00
			Health Insurance Contribut	906.26
			Health Insurance Contribut	906.26
			HSA MPR Dependent Contribu	83.24
			HSA HPR Dependent Contribu	83.24
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Health Insurance Premiums	1,377.00
			Health Insurance Premiums	1,377.00
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	17.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	17.50
		AMEREN MISSOURI	STREET LIGHTS	3,482.67
			STREET LIGHTS	1,417.41
		ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT	38.30
		AMEREN MISSOURI	KK DR PALISADES COMMON	110.07
		INTERNAL REVENUE SERVICE	FICA	688.30
			FICA	832.48
			Medicare	160.96
			Medicare	194.68
		ICMA	Retirement 401	690.03
			Retirement 401	829.56
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	54.31
			Group Life Ins and Buy Up	54.31
			Short Term Disability Ins	7.65
			Short Term Disability Ins	7.65
			Short Term Disability Ins	48.38
			Short Term Disability Ins	48.38
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	1,149.73
			HSA Family/Dep. Contributi	249.74
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	20.84
			Flex Account	20.84
			TOTAL:	16,662.17
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	48.99
			Dental Insurance Premiums	48.99
			Health Insurance Contribut	45.00
			Health Insurance Contribut	45.00
			Health Insurance Contribut	40.86
			Health Insurance Contribut	40.86
			Health Insurance Contribut	13.50
			Health Insurance Contribut	13.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	8.75
			Vision Insurance Contribut	8.75
		MO DEPT OF REVENUE	State Withholding	196.86
			State Withholding	372.38
		INTERNAL REVENUE SERVICE	Fed WH	660.93
			Fed WH	1,427.24
			FICA	460.48
			FICA	674.51
			Medicare	107.69
			Medicare	157.74
		FRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	11.98
			Pre-Paid Legal Premiums	11.98
		ICMA	Retirement 457	87.50
			Retirement 457	87.50
			Loan Repayments	48.30
			Loan Repayments	48.30
			401 Loan Payment	42.21
			401 Loan Payment	42.21
			401 Loan Payment	75.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			401 Loan Payment	75.98
			Loan Repayments	68.06
			Loan Repayments	68.06
			Retirement Roth IRA	12.50
			Retirement Roth IRA	12.50
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	36.64
			American Fidelity	36.64
			Amerian Fidelity	108.04
			Amerian Fidelity	108.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	24.80
			Group Life Ins and Buy Up	24.80
		THE BANCORP BANK	HSA Family/Dep. Contributi	40.00
			HSA Family/Dep. Contributi	40.00
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	33.48
			Texas Life After Tax	33.48
			TOTAL:	5,582.01
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	115.00
			Dental Insurance Premiums	115.00
			Dental Insurance Premium	22.02
			Dental Insurance Premium	22.02
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	669.00
			Health Insurance Contribut	669.00
			Health Insurance Contribut	908.21
			Health Insurance Contribut	908.21
			HSA MPR Dependent Contribu	95.87
			HSA MPR Dependent Contribu	95.87
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Health Insurance Contribut	244.50
			Health Insurance Contribut	244.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	8.75
			Vision Insurance Contribut	8.75
		AMEREN MISSOURI	WELL #2 LK RD 54-59	2,254.47
			SWISS VILLAGE WELL	2,523.95
			COLUMBIA COLLEGE WELL	1,540.81
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT	38.30
		INTERNAL REVENUE SERVICE	FICA	460.48
			FICA	674.52
			Medicare	107.69
			Medicare	157.75
		POSTMASTER	UTILITY BILL POSTAGE - WAT	390.00
		ICMA	Retirement 401	463.52
			Retirement 401	638.26
		RUBLE, JUSTIN	MILEAGE REIMB 07/03-07/09/	96.05
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	33.65
			Group Life Ins and Buy Up	33.65
			Short Term Disability Ins	8.35
			Short Term Disability Ins	8.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	22.01
			Short Term Disability Ins	22.01
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	287.60
			HSA Family/Dep. Contributi	287.62
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	5.21
			Flex Account	5.21
			TOTAL:	14,650.66
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	73.51
			Dental Insurance Premiums	73.51
			Health Insurance Contribut	75.00
			Health Insurance Contribut	75.00
			Health Insurance Contribut	40.87
			Health Insurance Contribut	40.87
			Health Insurance Contribut	13.50
			Health Insurance Contribut	13.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	15.75
			Vision Insurance Contribut	15.75
		MO DEPT OF REVENUE	State Withholding	300.97
			State Withholding	625.53
		INTERNAL REVENUE SERVICE	Fed WH	1,141.49
			Fed WH	2,575.47
			FICA	671.19
			FICA	1,035.01
			Medicare	156.98
			Medicare	242.07
		ICMA	Retirement 457	107.50
			Retirement 457	107.50
			Loan Repayments	13.68
			Loan Repayments	13.68
			Loan Repayments	56.78
			Loan Repayments	56.78
			401 Loan Payment	73.22
			401 Loan Payment	73.22
			401 Loan Payment	193.85
			401 Loan Payment	193.85
			Loan Repayments	107.19
			Loan Repayments	107.19
			Loan Repayments	92.21
			Loan Repayments	92.21
			Retirement Roth IRA	12.50
			Retirement Roth IRA	12.50
		CAMDEN COUNTY RECORDER OF OEEDS	LIEN RELEASE	12.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.89
			American Fidelity	91.89
			American Fidelity	71.91
			American Fidelity	71.91
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	10.40
			Group Life Ins and Buy Up	10.40
		THE BANCORP BANK	HSA Contribution	17.50
			HSA Contribution	17.50
			HSA Family/Dep. Contributi	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	5D.00
			TOTAL:	9,010.73
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	172.50
			Dental Insurance Premiums	172.50
			Dental Insurance Premium	22.04
			Dental Insurance Premium	22.04
			Health Insurance Contribut	173.00
			Health Insurance Contribut	173.00
			Health Insurance Contribut	1,115.00
			Health Insurance Contribut	1,115.00
			Health Insurance Contribut	908.53
			Health Insurance Contribut	908.53
			HSA MPR Dependent Contribu	120.89
			HSA MPR Dependent Contribu	120.89
			HSA MPR Single Contributio	12.50
			HSA MPR Single Contributio	12.50
			Health Insurance Contribut	244.50
			Health Insurance Contribut	244.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	15.75
			Vision Insurance Contribut	15.75
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	4,518.41
			GRINDER PUMPS & LIFT STATI	6,585.51
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT	38.31
		AMEREN MISSOURI	709 MALIBUR RD 2ND METER	37.08
		INTERNAL REVENUE SERVICE	FICA	671.19
			FICA	1,035.00
			Medicare	156.98
			Medicare	242.06
		POSTMASTER	UTILITY BILL POSTAGE - SEW	390.00
		ICMA	Retirement 401	673.88
			Retirement 401	1,025.99
		EARP, NATHAN	MILEAGE REIMB 06/26-07/03/	28.25
		STARK, CHAD	MILEAGE REIMB 07/03-07/09/	134.47
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	49.30
			Group Life Ins and Buy Up	49.30
			Short Term Disability Ins	48.41
			Short Term Disability Ins	48.41
		THE BANCORP BANK	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	362.67
			HSA Family/Dep. Contributi	362.64
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	15.63
			Flex Account	15.63
		FRASER, KYLE	MILEAGE REIMB 06/26-07/03/	405.67
			TOTAL:	22,554.21
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	49.00
			Dental Insurance Premiums	36.75
			Health Insurance Contribut	30.00
			Health Insurance Contribut	30.00
			Health Insurance Contribut	52.50
			Health Insurance Contribut	35.00
			Vision Insurance Contribut	5.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	10.50
			Vision Insurance Contribut	7.00
		MO DEPT OF REVENUE	State Withholding	375.00
			State Withholding	417.00
		INTERNAL REVENUE SERVICE	Fed WH	1,244.46
			Fed WH	1,335.59
			FICA	747.18
			FICA	812.60
			Medicare	174.74
			Medicare	190.04
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	16.95
			Pre-Paid Legal Premiums	16.95
		ICMA	Loan Repayments	62.73
			Loan Repayments	62.73
		AFLAC	Aflac Insurance Premiums	18.70
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	12.97
			Aflac Critical Illness Pol	12.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	78.63
			American Fidelity	48.67
			Amerian Fidelity	127.70
			Amerian Fidelity	91.05
		THE LINCOLN NATIONAL LIFE INSURANCE CD	Group Life Ins and Buy Up	17.00
			Group Life Ins and Buy Up	1.00
		DNE TIME VENDOR GOLDEN RULE INS CD	AMBULANCE REIMB	512.00
		KAUFFMAN, MARY	AMBULANCE REFUND 06/30/12	336.55
			TOTAL:	6,973.96
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	115.00
			Dental Insurance Premiums	86.25
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	1,167.00
			Health Insurance Contribut	778.00
			HSA MPR Dependent Contribu	100.00
			HSA MPR Dependent Contribu	75.00
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	5.00
			Vision Insurance Contribut	10.50
			Vision Insurance Contribut	7.00
		WALMART COMMUNITY/GECRB	XTRA TP & MT RN, BLEACH, L	34.80
		INTERNAL REVENUE SERVICE	FICA	747.18
			FICA	812.60
			Medicare	174.74
			Medicare	190.04
		ICMA	Retirement 401	531.00
			Retirement 401	540.69
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING FEES	1,603.29
		THE LINCLDN NATIONAL LIFE INSURANCE CD	Group Life Ins and Buy Up	29.74
			Group Life Ins and Buy Up	25.34
			Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	26.40
			Short Term Disability Ins	19.80
		THE BANCORP BANK	HSA Family/Dep. Contributi	300.00
			HSA Family/Dep. Contributi	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	8,592.89
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	31.85
			Dental Insurance Premiums	31.85
			Health Insurance Contribut	30.00
			Health Insurance Contribut	30.00
			Health Insurance Contribut	17.50
			Health Insurance Contribut	17.50
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	1.05
			Vision Insurance Contribut	1.05
	MO DEPT OF REVENUE		State Withholding	102.20
			State Withholding	75.48
	INTERNAL REVENUE SERVICE		Fed WH	374.25
			Fed WH	263.15
			FICA	286.22
			FICA	222.96
			Medicare	66.95
			Medicare	52.15
	ICMA		Retirment 457 &	116.87
			Retirment 457 &	116.87
	AMERICAN FIDELITY ASSURANCE COMPANY		Amerian Fidelity	24.90
			Amerian Fidelity	24.90
			TOTAL:	1,907.70
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.75
			Dental Insurance Premiums	74.75
			Health Insurance Contribut	103.80
			Health Insurance Contribut	103.80
			Health Insurance Contribut	446.00
			Health Insurance Contribut	446.00
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Dependent Contribu	50.00
			HSA MPR Single Contributio	7.50
			HSA MPR Single Contributio	7.50
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	1.05
			Vision Insurance Contribut	1.05
	WALMART CDMUNITY/GECRB		TOWELS, CUPS, PAIN RELIEF	27.70
			ICE	11.40
	ALLIED WASTE SERVICES #435		LCF AIRPORT TRASH SERVICE	54.93
	AMEREN MISSOURI		LO STATE PARK LDCALZR	55.26
			AIRPORT FIREHOUSE	27.20
			LCF AIRPORT HANGAR RENTAL	100.29
			LCF AIRPORT HANGAR	232.51
	INTERNAL REVENUE SERVICE		FICA	286.22
			FICA	222.96
			Medicare	66.95
			Medicare	52.15
	ICMA		Retirement 401	193.90
			Retirement 401	190.88
	MO PETRDLEUM TANK INSURANCE FUND		FUEL STORAGE TANK INSURANC	200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	10.86
			Group Life Ins and Buy Up	10.86
			Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		THE BANCORP BANK	HSA Contribution	22.50
			HSA Contribution	22.50
			HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	4,288.91
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.40
			Dental Insurance Premiums	29.40
			Health Insurance Contribut	17.50
			Health Insurance Contribut	17.50
			Health Insurance Premiums	57.00
			Health Insurance Premiums	57.00
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	7.00
			Vision Insurance Contribut	7.00
		MO DEPT OF REVENUE	State Withholding	80.80
			State Withholding	93.52
		INTERNAL REVENUE SERVICE	Fed WH	271.67
			Fed WH	336.71
			FICA	186.33
			FICA	232.42
			Medicare	43.57
			Medicare	54.35
		ICMA	Retirement 457 &	77.91
			Retirement 457 &	<u>77.91</u>
			TOTAL:	1,678.39
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	GG UTILITIES	33.01
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.00
			Dental Insurance Premiums	69.00
			Health Insurance Contribut	69.20
			Health Insurance Contribut	69.20
			Health Insurance Contribut	389.00
			Health Insurance Contribut	389.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Dependent Contribu	25.00
			HSA MPR Single Contributio	5.00
			HSA MPR Single Contributio	5.00
			Health Insurance Premiums	459.00
			Health Insurance Premiums	459.00
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	7.00
			Vision Insurance Contribut	7.00
		ALLIED WASTE SERVICES #435	GG AIRPORT TRASH SERVICE	54.93
		AMEREN MISSOURI	GG AIRPORT HANGAR	37.96
			AIRPORT RD HWY 54 TBLC EXT	253.05
			GG AIRPORT SHOP	16.33
			957 AIRPORT RD	10.56

DEPARTMENT	FUNO	VENDOR NAME	DESCRIPTION	AMOUNT
			TBLC EXT O GG AIRPORT	17.89
			GG AIRPORT HANGAR	22.78
			GG AIRPDRT SLEEPY	12.45
		INTERNAL REVENUE SERVICE	FICA	186.33
			FICA	232.42
			Medicare	43.57
			Medicare	54.35
		ICMA	Retirement 401	188.17
			Retirement 401	190.77
		MO PETROLEUM TANK INSURANCE FUND	FUEL STORAGE TANK INSURANC	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	15.58
			Group Life Ins and Buy Up	15.58
			Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		THE BANCORP BANK	HSA Contribution	15.00
			HSA Contribution	15.00
			HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
TOTAL:				3,766.93

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

10	General Fund	181,773.02
20	Transportation	23,778.78
30	Water Fund	20,232.67
35	Sewer Fund	31,564.94
40	Ambulance Fund	15,566.85
45	Lee C. Fine Airport Fund	6,196.61
47	Grand Glaize Airport Fund	5,445.32

GRAND TOTAL:		284,558.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	PARK, BOOKS, MISC SALES TA	186.53
		CENTER FOR MUNICIPAL SOLUTIONS	5715 HWY 54 4G LTE	<u>1,236.41</u>
			TOTAL:	1,422.94
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	ROBINETT FLOWERS	30.00
			FUNKE FLOWERS	50.00
		LAKE OZARKS CONVENTION & VISITOR BUREA	MEMBERSHIP 7/13 - 6/14	180.00
		BANKCARD CENTER 5569	L CROWDER RETIREMENT	<u>35.87</u>
			TOTAL:	295.87
City Administrator	General Fund	MO MUNICIPAL LEAGUE	MCMA ASSOCIATE MEMBERSHIP	<u>40.00</u>
			TOTAL:	40.00
City Clerk	General Fund	SULLIVAN PUBLICATIONS INC	CODE UPDATE PAGES	1,313.00
		MO DEPT OF REVENUE	JUN OPEN BUS & SALES TAX R	70.00
		STAPLES ADVANTAGE	MARKRS, SHLDR RST, CORD DT	26.32
			WHITE OUT	<u>5.31</u>
			TOTAL:	1,414.63
Municipal Court	General Fund	WASHBURN, WILLIAM F	JUL MUNICIPAL COURT JUDGE	1,763.17
		STAPLES ADVANTAGE	MOBILE PC CART	<u>122.88</u>
			TOTAL:	1,886.05
City Attorney	General Fund	WEST	INFORMATION CHARGES	237.64
		STAPLES ADVANTAGE	TONER	<u>80.74</u>
			TOTAL:	318.38
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	59.75
		BANKCARD CENTER 2268	CODE OFFICIALS MTG SNACKS	<u>12.07</u>
			TOTAL:	71.82
Building Maintenance	General Fund	CONSOLIDATED ELECTRICAL DISTR, INC	FLR LAMPS	115.92
			FLR LAMPS	61.20
		PRAIRIEFIRE CDFEE & ROASTERS	COFFEE, HOT COCO, TEA	119.70
			WATER COOLER RENTAL	38.51
		SURECUT LAWN CARE LLC	JUN GROUNDS MAINTENANCE	2,071.57
		AB PEST CONTROL	PEST CONTROL	125.00
		FOUR SEASONS PLUMBING, LLC	KITCHEN DRAIN CLEANED	95.00
		KEEPING CONDOS CLEAN	JUL CLEANING SERVICES	1,541.67
		STAPLES ADVANTAGE	TOWELS, AIR FRSHNR	136.53
			CUPS, TOWELS, AIR FRESHNR	117.40
		VIZIER CONSTRUCTION LLC	LOWER LEVEL REMODEL	2,900.00
			LOWER LEVEL REMODEL	<u>2,900.00</u>
			TOTAL:	10,222.50
Parks	General Fund	MEEKS BUILDING CENTER	RED MARKING FLAGS	11.79
		FLEET ONE	PARKS FUEL	80.92
			PARKS PUEL	285.40
		GB MAINTENANCE SUPPLY	LINERS, TP	73.74
		TALLMAN COMPANY	2-HNDLE LAVA FCTS	90.64
		O'REILLY AUTOMOTIVE STDRES INC	AIR FILTER	12.76
		BANKCARD CENTER 3374	PIZZA PEEL	18.55
			WATER, BEEF, BUNS, ICE, CH	42.20
			BATTERIES	18.98
			PATTIES, FRANKS, CANDY, CH	359.68
			BEER, NUTS	30.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MICROWAVE	59.00
			ICE CREAM, WATER, OIL, BUN	51.04
			SODA	35.88
			PRETZELS, WATER, SODA	26.98
			PROFANE	22.50
			BUNS	19.40
			WASF SPRAY	9.00
			FRUIT CUPS, WATER, SEASONI	25.30
			SS SET, BRUSH, WATER BRATS	96.53
			WATER, SODA	61.67
			WATER	19.01
			BUNS, SODA, MUSTARD	17.50
			PATTIES, CANDY, ICE, BUNS	90.67
			SODA, ICE	32.50
			NPL, ICE, BRATS, FATTIES	75.62
			SODA	33.43
			KETCHUP, BUNS	7.10
		BUTLER SUPPLY CO	LIGHT FIXTURES	356.16
			PLUG IN BRKRS	12.01
		SHERWIN-WILLIAMS	ATH WHITE 2	162.48
		MO STATE AGENCY FOR SURPLUS	WISE	20.00
			FLASHLIGHTS, BAGS	5.00
			MEGAPHONE	25.00
		BANKCARD CENTER 5106	STORAGE BAGS, TIDE PDS72C	23.95
			PROPANE	22.50
			EXTENSION SP	12.59
		CAPITAL SAND COMPANY	MARKING CHALK	150.00
		WCA WASTE CORPORATION	JUN PORT-A-LET SERVICE	205.00
			TOTAL:	2,703.26
Human Resources	General Fund	BANKCARD CENTER 3374	WELLNESS PROGRAM MATERIALS	1,214.36
			WELLNESS PROGRAM MATERIALS	73.89
		BANKCARD CENTER 0833	GIFT CARDS	674.18
			SAFETY PICNIC	549.21
			SAFETY PICNIC	59.98
			SAFETY PICNIC	18.74
			TOTAL:	2,590.36
Overhead	General Fund	XEROX CORPORATION	JUN BASE CHARGE	547.32
		FEDERAL EXPRESS CORP	SHIPPING FEES	36.19
		HY-VEE FOOD & DRUG STORES INC	WORKERS COMP	24.99
		BANKCARD CENTER 5569	POSTAGE	25.29
		WILLIAMS KEEPERS LLC	2012 FINAL AUDIT	3,690.00
		ALPHAGRAPHICS	ENVELOPES	306.80
		STAPLES ADVANTAGE	COPY PPR	84.96
			TOTAL:	4,715.55
Police	General Fund	FURCELL TIRE CO	TIRES, MOUNT, BAL, FLAT RE	1,575.52
		REPCO MARKETING INC	BAC SOLUTION, TICKETS	194.50
		XEROX CORPORATION	MAY BASE CHARGE	147.48
			JUN BASE CHARGE	140.68
		FBI/NAA	FALL RE-TRAINER - T DAVIS	150.00
		FLEET ONE	PUBLIC SAFETY FUEL	1,586.51
			PUBLIC SAFETY CAR WASH	83.00
			PUBLIC SAFETY FUEL	1,561.44
			PUBLIC SAFETY CAR WASH	46.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAKE CLEANERS	UNIFORM CLEANING	428.00
		PSE INSTALLATION	CHANGE RADAR #27	77.50
			SIREN #21	110.00
			SIREN #24	110.00
		PETCO	DOG FOOD	44.99
		DIGITAL ALLY	RMT BATTERY PACK	160.00
		DECATUR ELECTRONICS INC	G2 POWER CABLE	95.00
		BANKCARD CENTER 0833	CAR WASH & EXTREME INT.	26.00
			FLOWERS - S ROBINETT	63.74
			FLDWERS - B FUNKE	47.62
			POLOS	31.94
		STAPLES ADVANTAGE	POST-ITS, CD-RS, PENS, STA	212.70
			LETTER TRAYS, STACKER	9.02
		CENTRAL SERVICE CENTER	6.5' POWER CORD W/LIGHTER	90.00
		GENERAL DYNAMICS OTS-SIMUNITION OPERAT	SIMUNITION TRAINING - SCHW	595.00
		LANGUAGE LINE SERVICES INC	LANGUAGE INTERPRETATION	110.25
			TOTAL:	7,696.89
911 Center	General Fund	HEDRICK MOTIV WERKS LLC	FAB TV MOUNT	42.00
		BANKCARD CENTER 0833	POLOS	89.86
			TOTAL:	131.86
Planning	General Fund	BANKCARD CENTER 3333	LINEN CARGO PANTS	34.40
			SALAD, CANTALOUPE, CARROTS	6.30
		FLEET ONE	PLANNING FUEL	94.47
		STAPLES ADVANTAGE	ACRYL, 2X55 YD, 2.6 MIL	16.06
			TOTAL:	151.23
Engineering	General Fund	BANKCARD CENTER 3333	LEGAL INDEXES	81.48
		FLEET ONE	CITY ENG FUEL	95.38
		LOWE'S	PRO MARKING WHITE R-O	4.73
			2X6X8 TOP CHOICE KD WHITE	4.51
		BANKCARD CENTER 5106	PRIORITY MAIL	37.00
		STAPLES ADVANTAGE	INK, WIPES	342.88
		PARKWAY PLAZA TIRE	TIRES '03 EXPLORER	521.72
			TOTAL:	1,087.70
Information Technology	General Fund	BANKCARD CENTER 3358	ADDRESS CERTIFICATION SOFT	211.00
		TYLER TECHNOLOGIES INC	SOFTWARE MAINTENANCE	11,136.37
		INFORMATION TECHNOLOGIES INC	ANNUAL SOFTWARE SUPPORT	2,148.00
		BANKCARD CENTER 3374	BLW GUN KIT, PNEUMATIC ACC	29.96
		DLT SOLUTIONS INC	AUTODESK INFRASTRUCTURE	4,118.40
		BANKCARD CENTER 0833	CHARTER COMMUNICATIONS	659.88
			TOTAL:	18,303.61
Economic Development	General Fund	GILMORE & BELL PC	DIERBERGS SERIES 2011B	12,000.00
		LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
			TOTAL:	15,000.00
Transportation	Transportation	PURCELL TIRE CO	FLAT TIRE REPAIR #57	21.40
		MEEKS BUILDING CENTER	DRIVEWAY SEALER	55.47
			DRIVEWAY SEALER	18.49
		FLEET ONE	TRANS FUEL	474.76
			TRANS FUEL	626.53
		GB MAINTENANCE SUPPLY	CUPS	41.06
		NORTHERN SAFETY CO INC	INSECTICIDES, STING RELIEF	29.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STDRES INC	P/S FLUID	4.59
		PAUL'S CASH SAVER #602	ICE	12.90
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	53.08
		CAMDEN COUNTY RECORDER OF DEEDS	FAXES	2.00
		APAC MO INC	BP-2 WRAP	229.14
			1" CLEAN	629.50
			BP-2 W/RAP	430.81
			BP-2W/RAP	140.70
		HEDRICK MOTIV WERKS LLC	BRAKES #59	576.30
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.49
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	34.99
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	30.49
			STREET DEPT FLOOR MATS	6.45
		EZARD'S	GALV ADAPTR, HAND TOOL	8.97
			QUIKRETE	10.98
		EZARD'S	DOOR LOCK	3.09
		STAPLES ADVANTAGE	LINERS, TISSUES	22.94
			TOTAL:	3,507.94
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,525.36
			TOTAL:	2,525.36
Water	Water Fund	Radio Shack Corp	SB FUSE, 5X20 FA	6.98
		EZARD'S	WEDGE HANDLE	1.99
			ELBOW, ADAPTR, CEMENT, PRI	12.80
			LAWN SUPPLIES	9.45
			LAWN SUPPLIES	3.78
		FLEET ONE	WATER FUEL	165.32
			WATER FUEL	530.15
		PERRY GRAHAM TRUCKING LLC	TOPSOIL	225.00
		MO ONE CALL SYSTEM INC	LOCATES	183.95
		SCHULTE SUPPLY INC	METERS	800.55
			METER INTERFACE UNITS	804.60
			METERS	800.55
		NORTHERN SAFETY CO INC	INSECTICIDES, STING RELIEF	29.91
		CONSOLIDATED ELECTRICAL DISTR, INC	UR-I IDC CONN/100 PK	20.88
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	53.09
			WATER COOLER RENTAL	35.00
		BARNES MARINE INC	SPOOL, SPRK PLGS, FILTERS	43.94
		HD SUPPLY WATERWORKS LTD	TANDEM SETTERS, PENTAGON K	564.42
			TANDEM SETTERS	564.42
			SAD 8X2IP, BALLCORP MIPXPJ	415.62
			MTR TILE & BOX CVR, ADPTR	213.68
			CTS PE TUBING 200 PSI	144.00
			MTR TILE & BOX CVR, ADPTR	454.81
			MTR TILE & BOX CVRS, ADPTR	468.52
			ADPTR RING, MTR BOX CVR	145.07
			MTRBX F/C S/N W/TR	42.31
			DRUM PUMP	369.95
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	21.52
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	21.52
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	21.52

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DESCRIPTION

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WATER DEPT FLOOR MATS	6.45
		EZARD'S	DOOR LOCK	6.20
		STAPLES ADVANTAGE	LINERS, TISSUES	22.94
		DPC ENTERPRISES LP	DRUMS DEPOSITS	360.00
			CHLORINE, FLUORIDE	3,299.42
		SPARLING INSTRUMENTS, LLC	METERHEAD, FLOW TOTALIZER	<u>1,113.89</u>
			TOTAL:	11,997.10
Sewer	Sewer Fund	VANDEVANTER ENGINEERING	FLOATS	756.84
			FLOATS	787.62
		MCDUFFEY LAB	FECAL ANALYSIS	20.00
		AMOS SEPTIC SERVICE INC	LIFT STATION PUMPING	1,617.00
		EZARD'S	FASTENERS, PULL	7.99
			PLUMBING SUPPLIES, ELBOW	17.48
			SPRAYPAINT	5.00
			CABLE TIES, GALV PIPE	58.96
			DRILL BITS	11.28
		RP LUMBER INC	ASPHALT SEALANT	23.16
		FLEET ONE	SEWER FUEL	347.01
			SEWER FUEL	571.71
		MO ONE CALL SYSTEM INC	LOCATES	183.95
		SIEMENS INDUSTRY INC	ODOPHOS	7,790.00
		NDRTHERN SAFETY CO INC	INSECTICIDES, STING RELIEF	29.91
		PAUL'S CASH SAVER #602	ICE	12.90
		CONSOLIDATED ELECTRICAL DISTR, INC	LONG NOSE PLIERS	33.03
			SCOTCHKOTE, 2P-120/240V-50	71.68
			PVC, CONDUIT, GARDEN LIGHT	94.66
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM, S	53.08
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	36,146.78
			TREATMENT PLANT EXPANSION	1,934.00
		BUTLER SUPPLY CO	HEAVY WALL CONDUIT	33.37
		HD SUPPLY WATERWORKS LTD	PVC, BRASS NIPPLES, S80 BU	173.40
			AIR VLV	797.00
			TRI-CHLOR STICKS, SMOKE BO	252.88
			BRASS NIPPLES, CHK VLVS	278.40
			PVC	21.40
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #72	38.95
			TIRES #T6	179.00
		JCI INDUSTRIES INC	PUMP REPAIR SN #800	1,595.00
			PUMP REPAIR SN #968	1,595.00
			PUMP REPAIR SN #814	1,595.00
		HEDRICK MOTIV WERKS LLC	OIL CHG #69	42.00
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	42.52
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	56.13
			SEWER DEPT FLOOR MATS	6.45
			SEWER DEPT UNIFORMS	36.63
			SEWER DEPT FLOOR MATS	6.45
		EZARD'S	DOOR LOCK	6.20
		STAPLES ADVANTAGE	LINERS, TISSUES	22.95
			PENS	<u>16.02</u>
			TOTAL:	57,375.24
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	182.98
			AMB FUEL	159.48
		SOUND TREE MEDICAL	MEDICAL SUPPLIES	138.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEDRICK MOTIV WERKS LLC	MOUNT & BAL TIRE MED9	30.00
		PMI SUPPLY, INC	MEDICAL SUPPLIES	1,846.75
			MEDICAL SUPPLIES	180.23
			MEDICAL SUPPLIES	<u>30.00</u>
			TOTAL:	2,568.28
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	<u>4,337.32</u>
			TOTAL:	4,337.32
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE	LCF FUEL	70.12
		NAEGLER OIL CO	JET A FUEL	16,706.97
			SATELLIGHT EQUIP CONN FEE	46.00
			AV GAS	19,879.42
			JET A FUEL	26,523.90
		BANKCARD CENTER 3374	TIRES	116.48
		LOWE'S	PAINT	26.57
		HEDRICK MOTIV WERKS LLC	CHECK 4X4 SYSTEM	30.25
		CRAWFORD, MURPHY & TILLY INC	MAY LCF HANGAR DEV SERVICE	544.98
		B & B HEATING AND COOLING	REPLACED CAPACITOR	<u>334.96</u>
			TOTAL:	64,279.65
Grand Glaize Airport	Grand Glaize Airpo	FLEET ONE	GG FUEL	142.17
			GG FUEL	65.47
		NAEGLER OIL CO	SATELLIGHT EQUIP CONN FEE	46.00
		LOWE'S	METAL HALIDE MOGUL	55.80
			SAFETY GLASSES	18.94
		EZARD'S	ABSORBENT OIL, ACE BAG	12.48
			CAULK, RIVETS, DRILL BIT	14.05
			ELECT TAPE, BATTERIES	15.56
			HARDWARE, EYE BOLTS, PADLO	19.69
		STAPLES ADVANTAGE	CUPS	31.53
			CHARI MATS	<u>122.24</u>
			TOTAL:	543.93

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

10	General Fund	68,052.65
20	Transportation	3,507.94
30	Water Fund	14,522.46
35	Sewer Fund	57,375.24
40	Ambulance Fund	2,568.28
45	Lee C. Fine Airport Fund	68,616.97
47	Grand Glaize Airport Fund	543.93

	GRAND TOTAL:	215,187.47

July 19, 2013

MEMORANDUM

To: Mayor
Board of Aldermen

CC: City Administrator

From: City Engineer 

Reference: Osage Beach Parkway Extension

Subject: Requested Information

The Engineering Department has had additional conversations with the property owners along the proposed project. The results are shown below.

Property	Comments
Brandvein Enterprises	Willing to donate 50 %
TLC (Lamar)	Willing to donate 100 %
Rimeje (Krantz)	Willing to consider
Veilleux	Undecided at this time
Lois Roberts	Unable to contact
Headrick Properties	Undecided at this time
Waite	Not willing
Professional Medical Partners	Unable to contact

The Engineering Department talked with MoDOT about splitting the project. This is not something they will consider. The Engineering Department does not recommend splitting the project because it does not provide west bound traffic on the parkway, and it causes additional traffic issues.

We have included a proposed funding scenario which is attached. This funding scenario has approximately \$497,000 remaining for additional projects.

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Parkway Extension

Osage Beach Share		\$1,167,000
Deduction for in kind ROW		
- Brandvein	-\$52,600	
- Lamar (TLC Properties)	-\$1,000	
Capital Expansion sign	\$400,000	
Less donations	-\$23,000	
	-\$377,000	
Transportation Capital		
- Malibu sidewalk	-\$150,000	
Total Deductions		-\$580,600
Remaining Balance		\$586,400
Estimated Beginning Balance in 2014 Transportation		\$2,403,830
Balance after Osage Beach Parkway Extension		\$1,817,430
- Osage Beach Parkway Phase 3 Sidewalks (Grant Project)		-\$54,000
- Ozark Meadows (Carry Over)		-\$70,830
- Key Largo (cost share)		-\$95,000
- Nichols Road (Carry Over)		-\$1,100,000
Remaining Balance for additional projects		\$497,600

Submission Date: July 9, 2013
Submitted By: City Attorney/Chief of Police
Board Meeting Date: July 25, 2013

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

Description of Item:

Resolution 2013-07 - To authorize the Chief of Police to execute a Mutual Aid Agreement for police services with the Missouri Department of Natural Resources, Missouri State Park Rangers, for mutual law enforcement aid between the city and the state park police. This agreement does not obligate any response from the City or MDNR that would impair their duties to their primary areas of patrol but does provide for lending of help when requested and available.

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

Police Department and State Park Rangers and citizens.

Why is Board Action Required?

Board action is required to pass a resolution.

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

Request adoption of Resolution 2013-07.

Are there any deadlines associated with this action?

No.

Department Comments:

Mutual aid agreements provide flexibility and rapid response to emergency situations when the resources of one department may be insufficient to meet the requirement of responding to an emergency. Recommend adoption.

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney and the Chief of Police.

RESOLUTION 2013-07

A RESOLUTION AUTHORIZING A MUTUAL ASSISTANCE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, MISSOURI STATE PARK RANGERS

WHEREAS, RSMo. 70.815 authorizes the City of Osage Beach, Missouri to enter into agreements providing police services to political subdivisions upon request; and

WHEREAS, RSMo. 70.820 authorizes the City of Osage Beach, Missouri to enter into agreements to respond to emergencies outside the boundaries of the City of Osage Beach or request assistance in emergencies from political subdivisions outside the boundaries of the City of Osage Beach upon request; and

WHEREAS, RSMo. 70.837 authorizes the City of Osage Beach to provide aid or receive aid from public safety agencies or departments formed pursuant to Chapter 44, RSMo., public works departments or public or private contractors of any such public safety agency may provide assistance anywhere in Missouri or bordering state for emergencies beyond the normal scope of said emergencies; and

BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

1. The City of Osage Beach authorizes the Chief of Police to execute on behalf of the City the Mutual Aid agreement with the Missouri Department of Natural Resources, Missouri State Park Rangers attached as Exhibit A.
2. The City of Osage Beach authorizes the Chief of Police or his designee to provide or receive law enforcement services to or from the Missouri Department of Natural Resources, Missouri State Park Rangers upon request in accordance with RSMo. 70.820 and the Mutual Aid agreement attached Exhibit A.
3. The City of Osage Beach authorizes the Chief of Police or his designee of the City of Osage Beach to render aid or receive aid in emergencies from the Missouri Department of Natural Resources, Missouri State Park Rangers upon request in accordance with RSMo 70.837.
4. The attached Exhibit A must be reviewed annually by the Chief of Police and may be terminated by either party upon a thirty (30) day written notice.

I hereby certify that Resolution 2013-07 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstaining:

Absent:

Date

Diann Warner
City Clerk

Approved as to form:

Edward B. Rucker
City Attorney

EMERGENCY MUTUAL AID AGREEMENT BETWEEN
THE CITY OF OSAGE BEACH AND
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

On this ____ day of _____, 2013 the Missouri political subdivision City of Osage Beach (hereinafter referred to as "City") and the Missouri Department of Natural Resources, Missouri State Parks (hereinafter referred to as the "state park rangers"), each being fully advised, have entered into this contract consisting of the following terms and conditions:

WHEREAS, the laws of the State of Missouri provide under R.S.Mo. Section 70.837 that each political subdivision with the State of Missouri is empowered to make and enter into Mutual Aid Agreements with other contiguous political subdivisions within the State in order to more effectively allocate law enforcement and public safety services during emergency situations; and

WHEREAS, the City of Osage Beach (hereinafter referred to as "City") and the Missouri Department of Natural Resources, Missouri State Parks (hereinafter referred to as the "state park rangers"), which are parties to this Agreement are desirous of obtaining additional law enforcement protection for their citizens during emergency situations; and

WHEREAS, it is desirable that City of Osage Beach (hereinafter referred to as "City") and the Missouri Department of Natural Resources, Missouri State Parks (hereinafter referred to as the "state park rangers"), should voluntarily aid and assist each other in the event that an emergency situation should occur by the interchange of law enforcement services:

NOW THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows;

1. As used herein, the phrase "emergency situation" shall mean an actual or potential condition within the jurisdiction of one or more of the parties that poses an immediate threat to life or property, and which exceeds the

resources and capability of the jurisdiction (s) to successfully bring the situation under control.

2. Each party agrees that in the event of a request for mutual aid assistance from the other party for aid in responding to an emergency situation, the other party may furnish such personnel, equipment, facilities, or services as is, in the opinion of the assisting party, readily available. Each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it is determined that such actions are necessary to the continued protection of the assisting party's jurisdiction.

3. Each party shall designate the law enforcement officials within their jurisdiction who shall have the authority to invoke this Agreement, and shall provide each other party hereto with a regularly updated list specifying the name, rank, agency, and telephone number of such officials.

4. In order to invoke mutual aid under the provisions of the Agreement, the designated official from the requesting party shall be required to contact the designated official of the responding party (s) by radio, telephone, or in writing. The responding party (s) may request such information from the requesting party as is necessary to confirm the emergency situation, and to assess the types and amounts of assistance that shall be provided.

5. During an emergency situation, all personnel from the responding agencies shall report to, and shall work under, the direction and supervision of the designated supervisor of the requesting agency at the emergency site. Provided however, that at all times officers shall adhere to the policies and procedures of their own office/department, and shall only be required to respond to lawful orders.

6. Personnel responding to a call for mutual aid outside of their appointed jurisdiction shall have those law enforcement powers provided for by State Law.

7. In the event of a mutual aid request involving actual or potential mass arrest, responding party law enforcement officers shall only make arrest for offenses related to the incident, and shall assist in the processing of arrestees as follows:

- a. Identification of Arrestees;
- b. Control of property obtained from the Arrestees;
- c. Completion of arrest certificates;
- d. Transportation of arrestees, and
- e. Court duty pertaining to arrests

8. In any emergency situation where the Mutual Aid Agreement has been invoked, radio communications should be established between all parties, where possible, through the use of the local public mutual aid radio system.

9. Each party providing personnel under the scope of this Agreement agrees to be responsible for the wages, pension, and workers compensation benefits incurred by their own personnel as a result of the emergency situation.

10. Any risk of loss for equipment and property utilized in responding to a request for mutual aid provided by the contract shall be at the risk of the party owning it, and any loss or damage thereto shall be borne by such owner.

11. In the event any peace officer employed by either party to this agreement is injured, killed or dies of injuries sustained while performing services under this agreement, that peace officer shall be entitled to the benefits and protection of any insurance carried by the officer's employer and not entitled, pursuant to this agreement, to the benefits and protection of any insurance carried by the party requesting the emergency response.

12. This Agreement shall become effective when approved and executed by the City and the State Park Rangers. The Agreement shall remain in effect until termination by either party upon thirty (30) day written notice addressed to the designated agency. Such notice shall be given either to the Chief of Police for the City of Osage Beach, Missouri or to the Director of Missouri State Parks, Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102-0176. This entire contract, or any of its terms, may be modified only by written agreement between the parties.

13. This Agreement shall not give rise to any liability or responsibility on the part of any party for failure to respond to any request for assistance made pursuant to this agreement. Neither party to this agreement shall be liable to the other for failure to respond to any call by the other, or for delay, negligence or mistake in receiving or responding to any call, nor shall this

contract ever be interpreted as being an agreement for the benefit of any third person. This agreement shall not be construed as or deemed to be an Agreement for benefit of a third party or parties, and no third party or parties shall have any rights of action whatsoever hereunder for any cause whatsoever.

IN WITNESS WHEREOF, this Agreement has been executed on the dates set for the below.

City of Osage Beach,

Missouri Department of Natural
Resources, State Park Rangers

Todd Davis
Chief of Police

Williams J. Bryan
Director, Missouri State Parks

Date

Date

Submission Date: July 17, 2013

Submitted By: City Engineer

Board Meeting Date: July 25, 2013

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

Description of Item:

Bill 13-43 - To authorize the Mayor to execute a contract modification with Show-Me Asphalt Paving & Maintenance, LLC for the application of seal coat and restriping the parking lots at City Hall and Lee C. Fine Airport

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

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

Why is Board Action Required?

Board approval required for Ordinance.

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

A motion to approve first and second readings of Bill 13-43.

Are there any deadlines associated with this action?

We would like to close out this project since the work is done.

Comments and Recommendation of Department:

This modification for additional pavement sealcoating near Hangar A was discussed at the July 11, 2013 Board of Aldermen meeting. Bill 13-43 will approve additional work at Lee C. Fine Airport in the amount of \$2,785.00. Budget Item 45-00-774128 Airport Capital will be \$4,190.00 under budget after this additional expenditure.

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

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-43

ORDINANCE NO. 13.43

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE 13.30 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT MODIFICATION WITH SHOW-ME ASPHALT PAVING & MAINTENANCE, LLC FOR THE APPLICATION OF SEAL COAT AND RESTRIPIING THE PARKING LOTS AT CITY HALL AND LEE C. FINE AIRPORT.

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

Section 1. That Section 2 of adopted Ordinance 13.30 is hereby amended as follows:

Total expenditures or liability authorized under this Ordinance shall not exceed Eleven Thousand One Hundred Eighty Nine and 30/100 Dollars (\$11,189.30).

Section 2. In all other respects adopted Ordinance No.13.30 shall remain in full force and effect.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 13.43 was duly passed on _____, 2013 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

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

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 13-43.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk



000040

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

July 26, 2013

CONTRACT MODIFICATION NO. 1

Show-Me Asphalt Paving & Maintenance, LLC
Attn: Randall L. Roush
P.O. Box 346
California, MO 65018

Reference: Construction Contract OB13-009
City Hall & Lee C. Fine Parking Lot Sealcoating

Dear Mr. Roush:

In accordance with Article 9 of the General Conditions - Changes in the Work of your Construction Contract No. OB13-009 for City Hall & Lee C. Fine Parking Lot Sealcoating, you are hereby directed to perform the following changed and/or additional work. All work shall be in accordance with the applicable portions of the contract specifications.

1. Create Bid Item "Hangar A Pavement Sealcoating", this item shall be for crack sealing and pavement sealcoating near Hangar A. This work shall be completed on a lump sum basis. This shall cause an increase in Total Contract Price of \$2,785.00.

Compensation for the work performed shall be in accordance with the Revised Contract Bid Schedule herein and shall be considered as full compensation for all labor, equipment, materials, and incidentals required to complete the accepted item(s).

REVISED BID SCHEDULE

BASE BID						
ITEM	MODIFIED QTY	ORIGINAL QTY	UNITS	DESCRIPTION	UNIT PRICE	INSTALLED TO DATE
1	1	1	LS	City Hall Parking Lot Sealcoat and Restriping	\$5,453.33	\$5,453.33
2	1	1	LS	Lee C. Fine Parking Lot Sealcoat and Restriping	\$2,950.97	\$2,950.97
3	1	0	LS	Hangar A Pavement Sealcoating	\$2,785.00	\$2,785.00
				Total Contract Amount		\$11,189.30

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Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$8,404.30
Contract Modification No. 1	INCREASE	\$2,785.00
Revised Contract Amount		\$11,189.30

Sincerely,

Nancy Viselli
City Administrator

Show-Me Asphalt Paving & Maintenance, LLC hereby accepts the terms and conditions of Contract Modification No. 1.

Show-Me Asphalt Paving & Maintenance, LLC

Date

Submission Date: July 18, 2013

Submitted By: City Engineer

Board Meeting Date: July 25, 2013

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

Description of Item:

Bill 13-44 - To authorize the Mayor to enter into agreement for the award of the proposed Construction Contract No. OB13-015 for the Public Works Storage Building project

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

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

Why is Board Action Required?

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

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

Request first and second readings of Bill 13-44.

Are there any deadlines associated with this action?

We would like to complete this as soon as possible. Public Works Department needs the additional storage space for holiday lighting and equipment.

Comments and Recommendation of Department:

Bids were opened on July 18, 2013. The Bid Abstract is attached. Radlund Construction, LLC is the apparent low bidder with a bid amount of \$49,756.47. The Engineering Department has worked with Radlund Construction, LLC in the past with positive results and recommends awarding the Public Works Storage Building project to Radlund Construction, LLC.

This project will provide additional storage for Public Works.

Funding for this project can be obtained from 20-00-773207 Storage Building with a budget balance of \$45,000. The additional funds required to complete this project are available from unrestricted funds in the Transportation Fund which has a balance of \$348,651 for Fiscal Year 2013.

The Engineering Department recommends approval of Bill 13-44. A first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the City Engineer.

BILL NO. 13-44

ORDINANCE NO. 13.44

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RADLUND CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE PUBLIC WORKS STORAGE BUILDING

WHEREAS, the City of Osage Beach seeks to engage a company for the construction of a Public Works storage building; and

WHEREAS, the City issued an Invitation to Bid for the construction of the Public Works storage building; and

WHEREAS, Radlund Construction, LLC submitted the lowest and best bid; and

WHEREAS, the City has determined Radlund Construction, LLC is able to provide such services as described in the specifications for the construction of the Public Works storage building.

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 Radlund Construction, LLC substantially under the terms set forth in the attached abstract of bids.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Forty Nine Thousand Seven Hundred Fifty Six and 47 cents (\$49,756.47).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 13.44 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. 13.44.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

Submission Date: July 18, 2013
Submitted By: City Engineer/Airport Manager
Board Meeting Date: July 25, 2013

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

Description of Item:

Bill 13-45 - To authorize the Mayor to execute the Missouri Highways and Transportation Commission State Block Grant Agreement for the land acquisition of 5926 Osage Beach Parkway

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 13-45.

Are there any deadlines associated with this action?

This grant agreement needs to be executed to get reimbursed for the acquisition of property located at 5926 Osage Beach Parkway.

Comments and Recommendation of Department:

This agreement allows the City to be reimbursed for the cost of land acquisition.

The amount of this grant is for \$289,496 and represents 95% of eligible project costs. The City matching funds portion of the land acquisition is estimated at \$15,237 and represents 5% of eligible project costs. The dollar amount we receive in this grant is larger than the land costs alone because the grant includes engineering and closing costs.

The Engineering and Airport Departments recommend approval of Bill 13-45. A first and second reading is requested.

City Administrator's Comments and Recommendation:

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

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, PROJECT NUMBER 13-045A-1, WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR FUNDING FOR THE LAND ACQUISITION OF 5926 OSAGE BEACH PARKWAY FROM PEOPLES BANK AND TRUST IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS AND NO CENTS (\$290,000.00.) PLUS CLOSING COSTS, FOR WHICH THE CITY SHALL BE REIMBURSED IN THE AMOUNT OF TWO HUNDRED SEVENTY FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$275,500.00).

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 land acquisition of 5926 Osage Beach Parkway in an amount not to exceed Two Hundred Ninety Thousand Dollars and no cents (\$290,000.00.) plus closing costs, for which the city shall be reimbursed in the amount of Two Hundred Sixty One Thousand Dollars (\$275,500.00).

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 13-045A-1.

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. 13.45 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. 13.45.

Date

Penny Lyons, Mayor

ATTEST:

Diann Warner, City Clerk

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

Sponsor: City of Osage Beach
Project No. 13-045A-1
Airport Name: Gland Glaize -- Osage Beach

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

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

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

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

34. SPECIAL CONDITIONS

SECTION III – PLANNING

- 35. AIRPORT LAYOUT PLAN
- 36. AIRPORT PROPERTY MAP
- 37. ENVIRONMENTAL IMPACT EVALUATION
- 38. EXHIBIT "A" PROPERTY MAP
- 39. MASTER PLAN/SITE SELECTION
- 40. MASTER PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 41. RUNWAY PROTECTION ZONE
- 42. FEE APPRAISALS
- 43. ACQUISITION OF LAND - FEE SIMPLE TITLE
- 44. ACQUISITION OF AVIGATION EASEMENTS
- 45. LAND/EASEMENT ACQUISITION - FEDERAL REQUIREMENTS

SECTION V - DESIGN

- 46. ENGINEER'S DESIGN REPORT
- 47. GEOMETRIC DESIGN CRITERIA
- 48. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 49. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 50. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 51. WAGE LAWS
- 52. COMPETITIVE SELECTION OF CONTRACTOR
- 53. REVIEW OF BIDS AND CONTRACT AWARD
- 54. NOTICE TO PROCEED
- 55. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 56. LABOR STANDARDS INTERVIEWS
- 57. AIR AND WATER QUALITY STANDARDS
- 58. FILING NOTICE OF LANDING AREA PROPOSAL
- 59. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 60. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 61. RESPONSIBILITY FOR PROJECT SAFETY
- 62. RECORD DRAWINGS

SECTION VII - GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

Sponsor: City of Osage Beach
 Project No. 13-045A-1
 Airport Name: Grand Glaize – Osage Beach

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:

Land Acquisition;

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 March 31, 2014. 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 avigation easements and address any and all encumbrances. Satisfactory evidence will consist

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

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Eighty Nine Thousand Four Hundred Ninety Six dollars (\$289,496) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) 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 Fifteen Thousand Two Hundred Thirty Seven dollars (\$15,237).

(A) The amount of matching funds stated above represents five percent (5%) 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 September 15, 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.

(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: Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email:

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) 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.

(G) 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.

(H) 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) FEE APPRAISALS: The Sponsor shall submit the qualifications of the selected fee appraisers to the Commission for review prior to executing a contract with said fee appraisers, unless said fee appraisers have been prequalified by the Commission.

(A) Projects involving land and/or easement acquisitions shall be governed by the Commission's Local Public Agency Manual.

(B) Prior to making purchase offers to property owners, the Sponsor shall submit complete primary and review appraisals to the Commission so the Commission can ensure that the Sponsor is in compliance with state and federal requirements.

(41) ACQUISITION OF LAND - FEE SIMPLE TITLE: The Sponsor shall obtain a qualified attorney's title opinion or title insurance to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport. The title opinion or title insurance must be tied to a current Exhibit "A" property map. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. The Sponsor shall thereafter cause the deed to be recorded in the land records of the county recorder's office in the county where the airport is located.

(42) ACQUISITION OF AVIGATION EASEMENTS: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that grantors of easements constituted all of the owners of the land affected by the easements. General requirements in Paragraph (42) above shall also apply.

(43) LAND/EASEMENT ACQUISITION - FEDERAL REQUIREMENTS: The Sponsor shall comply with all federal requirements specified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act") and in Title 49 CFR, Part 24.

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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 _____

**APPENDIX
STATE BLOCK GRANT AGREEMENT**

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

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EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- **MoDOT Guidance Handbook**
 - About the Handbook (26 kb, 1 page)
 - Index (57 kb, 3 pages)
 - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
 - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
 - Section 3 - Airport Planning Projects (29 kb, 4 pages)
 - Section 4 - Land Acquisition (14 kb, 3 pages)
 - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
 - Section 6 - Project Development (77 kb, 11 pages)
 - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
 - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- **FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages)
- State Required Documentation Checklist (44 kb, 1 page)

Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages)
- MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- Grant Funding Application (424 kb, 22 pages)
- Air Service Development Application
- State Transportation Assistance Revolving (STAR) Loan Application
- Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page)
- Request for Payment (State 90%) (100 kb, 1 page)

Consultant Procurement

Federally Funded Projects

- Qualifications Based Selection (QBS) Public Owner's Workbook (219 kb, 26 pages)
- Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects, FAA Advisory Circular AC 150/5100-14
- Sample Advertisement Consultant Selection (32 kb, 2 pages)
- Aviation Project Consultant Agreement (256 kb, 43 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (91 kb, 5 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page)
 - Exhibit V - Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

State Funded Projects

- Qualifications Based Selection (QBS) Public Owner's Workbook (219 kb, 26 pages)
- Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages)

- Sample Advertisement Consultant Selection (32 kb, 2 pages)
- State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

- Obstructions Evaluation Submission (electronic 7460-1)
- Notice of Proposed Landing 7480-1 (form)
- FAA Series 150 Advisory Circulars for Airports
- FAA Airport's GIS Website
- Aeronautical GIS Survey Scope of Work
- Request for new or amended Instrument Approach Procedures
- Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages)
- VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

- Land Acquisition Guidance
- MoDOT Approved Appraiser List
- Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages)
- Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages)
- Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages)
- Exhibit A Property Map Guidance

Environmental

- Environmental Guidance
- Sample Letter for Environmental Clearance (21 kb, 1 page)
- Categorical Exclusion Checklist (355 kb, 8 pages)

Compliance

- Compliance Guidance
- Standard DOT Title VI Assurances (43 kb, 4 pages)
- Sponsor Certification for Drug-Free Workplace (42 kb, 2 pages)
- Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages)
- FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

- Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- **Sponsor Certifications For Federally Funded Projects**
 - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

- **Construction Project Items**

- Federal Projects*

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

- Federal & State Projects*

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
 - Weekly Construction Progress and Inspection Report (35 kb, 1 page)
 - Weekly Wage Rate Interview Report (32 kb, 1 page)
 - Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
 - Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

- **Project Closeout Items**

- Federal Projects*

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)

- Federal & State Projects*

- Final Testing Report (Checklist) (70 kb, 3 pages)
 - Electrical Systems Testing Report (36 kb, 1 page)
 - Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
 - Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

- **MoDOT Construction Specifications**

- Federal Projects*

- Federal-Preparation of Project Plans and Specifications (788 kb, 115 pages)
 - Federal-Construction Observation Program (293 kb, 22 pages)
 - Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
 - MO-401F Plant Mix Bituminous Pavements (99 kb, 16 pages)

- State Projects*

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
 - State-Construction Observation Program (266 kb, 18 pages)
 - MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)

- Federal & State Projects*

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
 - Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
 - Construction Plans Checklist (135 kb, 5 pages)
 - Safety Plan Checklist (37 kb, 1 page)
 - MO-100 Mobilization (28 kb, 1 page)
 - MO-152 Excavation and Embankment (71 kb, 11 pages)
 - MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
 - MO-156 Erosion and Sediment Control (50 kb, 6 pages)
 - MO-161 Woven Wire Fence with Steel Posts (37 kb, 3 pages)
 - MO-162 Chain-Link Fences (39 kb, 3 pages)
 - MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
 - MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
 - MO-501 Portland Cement Concrete Pavements (157 kb, 29 pages)
 - MO-601 Surface Preparation (38 kb, 4 pages)
 - MO-602 Bituminous Prime Coat (29 kb, 2 pages)
 - MO-603 Bituminous Tack Coat (29 kb, 2 pages)
 - MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
 - MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
 - MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
 - MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)
 - MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)
 - MO-706 Prefabricated Underdrains (54 kb, 5 pages)

- MO-901 Seeding (71 kb, 7 pages)
- MO-905 Topsoiling (25 kb, 2 pages)
- MO-908 Mulching (27 kb, 2 pages)

- **MoDOT Electrical Specifications (Federal & State Projects)**
 - MO-101 Airport Rotating Beacons (39 kb, 5 pages)
 - MO-103 Airport Beacon Towers (36 kb, 4 pages)
 - MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
 - MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
 - MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
 - MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
 - MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
 - MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport sponsors and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. This guidance is intended to provide a convenient resource for identifying the requirements associated with the AIP and as established within relevant Federal regulations and statutes. Users are advised that this guidance is not intended to establish nor create requirements for participation in the AIP. Requirements for AIP participation are established within United States Code, Public Law, Federal Regulations and official FAA policy. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

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FAA
Airports

Grant Assurances Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
 Executive Order 11990 - Protection of Wetlands
 Executive Order 11998 - Flood Plain Management
 Executive Order 12372 - Intergovernmental Review of Federal Programs
 Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New
 Building Construction¹
 Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of

this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated May 22, 2012 (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Updated April 16, 2013

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Change 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities

150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150-5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar System
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-13 A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals

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150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for Control to Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-6D Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150-5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases
FAA	910 - Predesign Conference
FAA	920 – Engineer's Report (& Pavement Design)
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications to FAA Standards
FAA	960 – Operational Safety on Airport During Construction
FAA	1040 – Preconstruction Conference

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FAA	1060 - Labor Provisions
FAA	1100 – Runway Commissioning
FAA	1310 – Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

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

Submission Date: July 19, 2013

Submitted By: City Clerk

Board Meeting Date: July 25, 2013

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

Description of Item:

Bill 13-46 - Establishing a Conflict of Interest Policy to Disclose Potential Conflicts

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

Staff, Board of Aldermen

Why is Board Action Required?

Board action is required to enact ordinances.

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

Move to approve the first and second readings of Bill 13-46.

Are there any deadlines associated with this action?

Yes, the ordinance must be sent to the Ethics Commission by September 15th.

Department Comments:

This ordinance is required by law to be readopted this year and sent to the Ethics Commission. If it is not readopted, all elected and appointed officials would be required to file a Personal Finance Disclosure statement. The ordinance is effective for two years. Staff recommends approval.

City Administrator's Comments and Recommendations:

Concur with the recommendation of the City Clerk.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policies be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the city clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the full time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo. if any such transactions occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer, the chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31.
3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the city clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. The city clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 6. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ FIRST TIME _____ : READ SECOND TIME _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

I hereby certify that the above Ordinance No. 13.46 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 Ordinance 13.46.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: July 15, 2013

Submitted By: Building Official

Board Meeting Date: July 25, 2013

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

Description of Item:

Heating and Cooling Modification / Installation for new office space.

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

All City of Osage Beach employees, home owners, business owners and visitors to the City Hall Building.

Why is Board Action Required?

Cost exceeds \$5000.00

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

Motion to authorize Geo Enterprises Inc. to install new HVAC equipment

Are there any deadlines associated with this action?

Contract completion date for new office space is September 1, 2013.

Comments and Recommendations of Department:

During construction of the new office space, it was brought to my attention that the existing HVAC configuration is not sufficient. Based on anticipated heat load calculations, 3 new units, plumbing, electrical service and duct work are required to maintain proper conditioning of the inhabited space.

The City has a current service agreement with GEO Enterprises, Inc. As a "preferred customer", Geo Enterprises provides equipment and labor at a discount to the City. Thus,

I have obtained an estimated cost (attached) of \$32,750.00 from GEO Enterprises for the installation of the additional equipment.

My recommendation is to absorb \$15,400.00 of the expense using budgeted amounts in account 10-09-743104 Building Maintenance Operating Capital by the following:

1. Forgo the installation of the City Hall fitness room flooring (\$2,500.00)
2. Forgo the City Hall board room carpet replacement (\$9,000.00) and,
3. Use the \$3,900.00 remaining from the parking lot seal and stripe project (completed under budget).

The remaining \$17,350.00 will be an "over budget" amount for account 10-09-743104.

In addition, my department will continue to seek every means possible to finish the 2013 Building Inspection and Building Maintenance accounts under budget to assist in off-setting the remaining expense.

City Administrator Comments and Recommendation:

Concur with the recommendation of the Building Official.

000106

FAX

Geo-Enterprises, Inc.
3848 STATE HWY 73
Buffalo, Mo. 64622
geo-enterprises.com

Date 7-8-13

Number of pages including cover sheet 1

To: Ron White

From: Russell

Phone _____

Phone 417-345-7400

Fax Phone 573 302-0528

Fax Phone 417-345-4255

CC: _____

REMARKS	
<input type="checkbox"/> Urgent	<input type="checkbox"/> For your review
<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> Please comment
<p>The estimated quote for the geothermal install for budget adjustment</p> <p style="text-align: right;">\$ 32,750.00</p>	