



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
October 3, 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 09/19/2013 (Page 01)
- Bills List (Page 06)

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Bill 13-61. Authorize Mayor to Execute Amended State Block Grant Agreement, Project Number 13-045A-1, with the Missouri Highways and Transportation Commission Providing for Funding for Land Acquisition near the Grand Glaize Airport. First and Second Readings
(Page 18)
- B. Bill 13-62. Authorize Mayor to Execute a Contract with Cooper Siteworks, Inc. for the Mill/Passover Intersection Improvements. First and Second Readings
(Page 38)

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

September 19, 2013

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, September 19, 2013, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Ron Schmitt, and Alderman Kevin Rucker. The City Clerk, Diann Warner was present and performed the duties of that office.

Mayor's Communications.

Mayor Lyons asked for a moment of silence to honor the victims of the Navy Yard massacre.

Mayor Lyons reported that the Fall Festival was back at City Hall and it was very successful. There were lots of vendors and visitors and she thanked all the volunteers that made the event a success. Mayor Lyons commented that she wants to see it return to the City Park next year because there is a larger area for the kids to enjoy and we can continue to promote the park for community use.

Mayor Lyons expressed her appreciation for the opportunity to attend the 79th MML Conference. Among the presenters was City Attorney Rucker along with David Bushek from Gilmore & Bell. The title of the presentation was the Battle of the Lake with information on Tax Increment Financing. It was very well attended and there are plans for next year's conference. Mayor Lyons thanked the Board members and staff that were able to attend.

Citizens Communications.

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

Consent Agenda.

Alderman Rucker moved to approve the consent agenda which includes minutes of the regular meeting held on September 5, 2013, and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and passed.

Unfinished Business.

Bill No. 13-54. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO AMEND THE CITY CODE TO CONFORM TO A NEW STATE LAW SENATE BILL 99 WHICH LOWERS THE AGE AT WHICH A PERSON MAY SERVE AS ALDERMAN IN A CITY OF THE FOURTH CLASS FROM 21 TO 18 YEARS OF AGE.

Mayor Lyons presented the second and final reading of Bill No. 13-54 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-54. Alderman Catcott seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-54 and to pass same into Ordinance: "Ayes": Alderman Schmitt, Alderman Rucker, Alderman Catcott, Alderman Kahrs, Alderman Olivarri. "Nays": None. Bill No. 13-54 was passed and approved as Ordinance No. 13.54.

New Business.

Bill No. 13-57. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 115.010, DEFINITIONS, APPOINTED OFFICERS AND SECTION 510.210, B AND C BE AMENDED BY CHANGING THE NAME OF PUBLIC WORKS SUPERINTENDENT TO PUBLIC WORKS DIRECTOR

City Attorney Ed Rucker stated that Bill No. 13-57 deletes the Public Works Superintendent and enacts a Public Works Director who must be an engineer. Additionally, Bill No. 13-57 makes various changes in the code where the position of Public Works Superintendent appears.

Mayor Lyons presented the first reading of Bill No. 13-57 by title only. It was noted that Bill No. 13-57 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 13-57 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-57 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-57. Alderman Catcott seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-57 and to pass same into Ordinance: "Ayes": Alderman Rucker, Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Schmitt. "Nays": None. Bill No. 13-57 was passed and approved as Ordinance No. 13.57.

Bill No. 13-58. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STOCKMAN CONSTRUCTION, INC. FOR THE 2013 STORM DRAIN IMPROVEMENTS

The following bids were submitted for the 2013 Storm Drain Improvements:

J. C. Industries, Inc.	\$115,225.00
Stockman Construction Corp.	\$100,387.50
Travis Hodge Hauling, LLC	\$121,732.60

The apparent low bidder is Stockman Construction in the amount of \$100,387.50. Funding for these improvements, which includes ten projects, may be obtained partially from Transportation/Misc. Streets with a balance of \$21,804. Section 4, Zebra Road will be funded from 20-00-773206. The Osage Beach Special Road District agreed at their September 10, 2013 meeting to fund the remaining amount. The Engineering Department recommended approval. Public Works Director Nick Edelman thanked the Osage Beach Special Road District for funding a portion of this project. It was noted that all improvements are either draining from or on City streets.

Mayor Lyons presented the first reading of Bill No. 13-58 by title only. It was noted that Bill No. 13-58 has been available for public review. Alderman Olivarri moved to approve the first reading of Bill No. 13-58 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-58 by title only. Alderman Schmitt moved to approve the second and final reading of Bill No. 13-58. Alderman Olivarri seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-58 and to pass same into Ordinance: “Ayes”: Alderman Catcott, Alderman Kahrs, Alderman Olivarri, Alderman Schmitt, Alderman Rucker. “Nays”: None. Bill No. 13-58 was passed and approved as Ordinance No. 13.58.

Bill No. 13-59. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A COST APPORTIONMENT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PARTICIPATE IN THE COST OF THE PUBLIC IMPROVEMENT AT KEY LARGO ROAD AND OSAGE BEACH PARKWAY

Public Works Director Nick Edelman explained that this agreement is another step in the process to improve the Key Largo Intersection. The Key Largo Cost Share Project was discussed and approved at the April 18th Board of Aldermen meeting and it includes a truss mounted sign. The sign is included in the agreement under 6 (C), and is mentioned in Exhibit B of the agreement.

Section 6 of the agreement outlines what MoDOT will be paying for and what the City’s responsibility will be. The City’s portion of this work is \$99,318. This is close to the original estimated amount of \$96,100. There is some contingent money in the amount of 2% of the estimate for possible change orders.

This agreement is a lump sum agreement. As stated in 6 (B), “The Commission will be responsible for all overruns and will retain all under runs associated with the project cost.” If bids come in high, the City’s cost will remain the same.

The City’s portion of the intersection improvements is not a budgeted line item and will have to be addressed in a future budget amendment.

Nick Edelman recommended approval of Bill 13-59 and said that a draft plan is available for anyone interested in viewing it.

Mayor Lyons presented the first reading of Bill No. 13-59 by title only. It was noted that Bill No. 13-59 has been available for public review. Alderman Kahrs moved to approve the first reading of Bill No. 13-59 as presented. Alderman Catcott seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-59 by title only. Alderman Kahrs moved to approve the second and final reading of Bill No. 13-59. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-59 and to pass same into Ordinance: “Ayes”: Alderman Kahrs, Alderman Olivarri, Alderman Schmitt, Alderman Rucker, Alderman Catcott. “Nays”: None. Bill No. 13-59 was passed and approved as Ordinance No. 13.59.

Bill No. 13-60. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAMAR COMPANIES TO PROVIDE OUTDOOR ADVERTISING DISPLAYS

City Administrator Nancy Viselli explained that at the last meeting, the Board asked that a survey be taken to determine if the electronic signs have benefitted the businesses and to see if the public would like to see the advertising continue. She added that a survey was taken at the Fall Festival and all but one asked that the advertising continue. The Lake Sun survey had 330 respondents who said it was a good idea and a survey on the City's website had a 99.3% positive response.

The proposed contract will end December 29, 2013.

Mayor Lyons presented the first reading of Bill No. 13-60 by title only. It was noted that Bill No. 13-60 has been available for public review. Alderman Catcott moved to approve the first reading of Bill No. 13-60 as presented. Alderman Kahrs seconded the motion which was voted on and passed.

Mayor Lyons presented the second and final reading of Bill No. 13-60 by title only. Alderman Rucker moved to approve the second and final reading of Bill No. 13-60. Alderman Catcott seconded the motion. The following roll call vote was taken to approve the second reading of Bill No. 13-60 and to pass same into Ordinance: "Ayes": Alderman Olivarri, Alderman Schmitt, Alderman Rucker, Alderman Catcott, Alderman Kahrs. "Nays": None. Bill No. 13-60 was passed and approved as Ordinance No. 13.60.

Authorize Purchase of New Padlocks for Lift Stations and Grinder Stations.

The City currently has over 1,200 lift stations and grinder stations and due to the recent department changes and to ensure better security, staff would like to purchase all new pad locks, keyed alike, for all the stations.

Staff contacted three locksmiths, two of which responded, and staff recommends purchasing from Shelton Key & Lock, the lowest bidder.

Recommended purchase (includes shipping) – Account 35-00-743300 Repair of System:

- 1,250 #3 Master Locks (Commercial Grade) \$ 8,750.00 (\$7.00 each)

Alderman Olivarri moved to purchase the locks from Shelton Key and Lock, the low bidder, in the amount of \$8,750.00. Alderman Catcott seconded the motion which was voted on and passed.

Communication from Board Members.

Alderman Catcott. Fred Catcott reported that it was a good weekend with all the activities here at the Lake.

Alderman Kahrs. Alderman Kahrs questioned the progress at the Park after the flood damage. Public Works Director Nick Edelman explained that he met with SEMA and FEMA yesterday and the President has declared a disaster. He will be meeting with FEMA to determine to the next steps and identify projects. He added that funds for debris removal are available and FEMA would cover

75% of the cost. City Administrator Viselli said that the City's insurance will not pay for anything on land but the concession stand and restrooms have been sanitized and an inventory was conducted and submitted. She added that the deductible is \$2,500 with MPR versus \$100,000 with our previous carrier. Mrs. Viselli said she did not anticipate the Park would reopen until spring. She added that they are waiting to determine whether the electric system can be saved on the vehicles or if they have to be totaled.

Hazard Mitigation grants are available for the emergency spillway and for debris removal. Mr. Edelman said that FEMA will not pay for anything that insurance pays for. Alderman Kahrs asked Park Manager Brian Willey for a report on the turf. City Administrator Viselli said a status report will be available on the City's website.

Alderman Rucker. Kevin Rucker expressed his appreciation for the opportunity of attending the MML Conference. He said he learned about Branson's plan for Highway 76 which was very educational.

Staff Communications.

City Administrator. Nancy Viselli asked Board members to contact Public Works Director Edelman if they have any issues regarding taking over the maintenance of Osage Beach Parkway. She added that a list is being compiled to send to MoDOT. Alderman Kahrs asked for a draft copy of the letter before it is sent to MoDOT. City Administrator Viselli said the time frame for accepting the road is December 1, 2013.

City Attorney. Ed Rucker thanked the City for the opportunity of attending the MML Conference. He learned from Richard Sheets, Executive Director of MML, that the outlook for local government in Jefferson City is not good. He also reported that the Market Place Fairness Act is working its way through Congress. He said it is important for Congress to figure out a way to address sales tax on internet sales.

Alderman Olivarri said there is a need for a use tax however he questioned if it becomes a Federal law would a local use tax be required. City Attorney Rucker will research the issue.

City Planner. Cary Patterson reported that he and Lieutenant Mike O'Day attended the first session of Camden County Leadership.

Public Works Director. Nick Edelman thanked the Mayor and Board for the promotion.

There being no further business to come before the Board, the meeting adjourned at 7:10 p.m.

I, Diann Warner, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on September 19, 2013.

Diann Warner, City Clerk

Penny Lyons, Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
October 3, 2013**

Bills Paid Prior to Board Meeting	105,331.33
Payroll Paid Prior to Board Meeting	122,604.85
SRF Transfer Prior to Board Meeting	226,440.83
TIF Transfer Prewitt's Pt	292,703.32
TIF Transfer Dierbergs	47,170.04
Bills Pending Board Approval	213,857.91
Total Expenses	<u>1,008,108.28</u>

000007

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	AUG CVC COLLECTIONS	363.63		
			PARK, BOOKS, MISC SALES TA	2.10		
		MO DEPT OF REVENUE	State Withholding	32.00-		
			State Withholding	4,068.51		
		INTERNAL REVENUE SERVICE	Fed WH	104.87-		
				12,631.15		
			FICA	36.27-		
			FICA	7,762.57		
			Medicare	8.49-		
			Medicare	1,815.48		
			PRE PAID LEGAL SERVICES INC DBA	ADJUST PAYROLL DEDUCTIONS	0.02-	
				Pre-Paid Legal Premiums	36.88	
			ICMA	Pre-Paid Legal Premiums	36.88	
				Retirement 457 &	619.24	
		Retirement 457	778.19			
		Loan Repayments	1,056.06			
		Loan Repayments	910.05			
		401 Loan Payment	316.07			
		401 Loan Payment	415.85			
		Loan Repayments	362.79			
		Loan Repayments	373.22			
		Loan Repayments	242.25			
		Loan Repayments	288.34			
		Retirement Roth IRA %	55.35			
		Retirement Roth IRA	220.00			
		JP MORGAN CHASE BANK	HSA Contribution	25.00		
			HSA Family/Dep. Contributi	1,717.75		
		TOTAL:	33,915.71			
		Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	152.16
					Medicare	35.61
				BANKCARD CENTER 3374	MML CONF J OLIVARRI	445.00
					MML CONF R SCHMITT	365.00
					MML CONF K RUCKER	390.00
MML CONF P LYONS	345.00					
ICMA	Retirement 401			121.00		
	TOTAL:			1,853.77		
Collector	General Fund			INTERNAL REVENUE SERVICE	FICA	12.43
					Medicare	2.91
		TOTAL:	15.34			
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	425.79		
			Medicare	99.58		
		BANKCARD CENTER 3374	TONER	129.05		
		ICMA	Retirement 401	424.79		
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	147.84		
			TOTAL:	1,227.05		
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	358.12		
			Medicare	83.75		
		ICMA	Retirement 401	316.03		
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00		
			TOTAL:	982.90		
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	474.90		

000008

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	111.07
		ICMA	Retirement 401	469.48
		DATA FLOW	CHECKS	266.55
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	1,547.00
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	95.23
			Medicare	22.27
		ICMA	Retirement 401	<u>92.76</u>
			TOTAL:	210.26
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	289.95
			Medicare	67.81
		BANKCARD CENTER 3374	MML CONF E RUCKER	345.00
		ICMA	Retirement 401	283.81
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,061.57
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	318.71
			Medicare	74.53
		ICMA	Retirement 401	319.55
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	937.79
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL ELEC SERVICE	<u>6,746.93</u>
			TOTAL:	6,746.93
Parks	General Fund	ALLIED WASTE SERVICES #435	AUG TRASH SERVICE	44.45
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	31.58
			BALL DIAMOND CONS STAND	23.31
			HWY 42 BALL PK LIGHTS	11.17
		INTERNAL REVENUE SERVICE	FICA	307.89
			Medicare	72.01
		ICMA	Retirement 401	239.10
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		WCA WASTE CORPORATION	AUG SERVICES	<u>205.00</u>
			TOTAL:	1,122.01
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	121.95
			Medicare	28.52
		BANKCARD CENTER 3374	MPR CONF	200.00
		ICMA	Retirement 401	121.46
		BANKCARD CENTER 5106	MPR CONF	200.00
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	746.93
Overhead	General Fund	AT & T/CITY HALL	SEP SERVICE	2,326.77
		HYDE, BUDD	REIMB WORKERS COMP PRESCRI	<u>35.00</u>
			TOTAL:	2,361.77
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	36.27-
			FICA	3,282.31
			Medicare	8.49-
			Medicare	767.64
		PETTY CASH	POOL	15.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOLL BRIDGE CHARGES	6.00
		ICMA	Retirement 401	3,168.97
		CAMDENTON AREA CHAMBER OF COMMERCE	LEADERSHIP CAMDEN CO-O'DAY	375.00
		JP MORGAN CHASE BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	<u>1,275.00</u>
			TOTAL:	8,996.15
911 Center	General Fund	AT & T/CITY HALL	E911 SERV 08/23-09/22/13	1,374.34
		INTERNAL REVENUE SERVICE	FICA	798.52
			Medicare	186.75
		ICMA	Retirement 401	808.24
		JP MORGAN CHASE BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	<u>300.00</u>
			TOTAL:	3,580.35
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	264.97
			Medicare	61.97
		ICMA	Retirement 401	260.30
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	699.74
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	555.24
			Medicare	129.86
		ICMA	Retirement 401	546.14
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	1,493.74
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	304.40
			Medicare	71.20
		ICMA	Retirement 401	295.57
		CHARTER BUSINESS	SEP SERVICE	217.00
		VERIZON WIRELESS	SERVICE 08/22-09/21	80.04
		JP MORGAN CHASE BANK	HSA Contribution	<u>37.50</u>
			TOTAL:	1,005.71
Economic Development	General Fund	BANKCARD CENTER 5106	WOOF PICTURE FRAME	46.64
			LAMINATION LETTER	1.50
			VISA GIFTCARD	52.95
		ONE TIME VENDOR APPLEBURY, JASON	REFUND VENDOR ELECT FEE	<u>50.00</u>
			TOTAL:	151.09
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	335.74
		INTERNAL REVENUE SERVICE	Fed WH	1,029.67
			FICA	620.26
			Medicare	145.05
		ICMA	Retirement 457	50.00
			Loan Repayments	60.91
			401 Loan Payment	16.89
			401 Loan Payment	0.95
			Loan Repayments	0.95
			Loan Repayments	1.43
			Retirment Roth IRA %	0.54
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	25.52

000010

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,307.91
Transportation	Transportation	AMEREN MISSOURI	STREET LIGHTING	3,490.69
			STREET LIGHTING	1,433.48
		AMEREN MISSOURI	KK DR LTG PALISADES COMMON	110.17
		INTERNAL REVENUE SERVICE	FICA	620.26
			Medicare	145.05
		ICMA	Retirement 401	623.59
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.71
			TOTAL:	6,686.45
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	3,074.07
			State Withholding	155.13
		INTERNAL REVENUE SERVICE	Fed WH	561.73
			FICA	406.99
			Medicare	95.18
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	11.98
			Pre-Paid Legal Premiums	11.98
		ICMA	Retirement 457	87.50
			Loan Repayments	47.65
			401 Loan Payment	41.02
			401 Loan Payment	76.95
			Loan Repayments	69.03
			Loan Repayments	1.45
			Retirment Roth IRA %	0.55
			Retirement Roth IRA	12.50
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	40.53
			TOTAL:	4,694.24
Water	Water Fund	AMEREN MISSOURI	BLUFF ROAD TOWER	3,929.47
			COLLEGE WELL	2,585.78
		INTERNAL REVENUE SERVICE	FICA	407.00
			Medicare	95.18
		BANKCARD CENTER 3374	LITHIUM BATTERY	41.69
		ICMA	Retirement 401	396.68
		DOLLISON, JOE	MILEAGE REIMB 09/04-09/10/	25.42
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	262.16
			TOTAL:	7,780.88
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	184.37
		INTERNAL REVENUE SERVICE	Fed WH	678.49
			FICA	472.81
			Medicare	110.58
		ICMA	Retirement 457	107.50
			Loan Repayments	13.68
			Loan Repayments	57.43
			401 Loan Payment	74.41
			401 Loan Payment	67.48
			Loan Repayments	13.54
			Loan Repayments	1.45
			Retirment Roth IRA %	0.55
			Retirement Roth IRA	12.50
		JP MORGAN CHASE BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	0.53

000011

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,812.82
Sewer	Sewer Fund	GARMANY, DAVID	MILEAGE REIMB 9/11-9/17/13	47.46
		AMEREN MISSOURI	3838 AVER RD SEWER	5.40
			701 PA HE TSI SEWER	10.12
			4007 AVER RD SEWER	8.43
		INTERNAL REVENUE SERVICE	FICA	472.80
			Medicare	110.59
		BANKCARD CENTER 3374	PHONE CASE	49.99
			DRYCLEAN	12.00
		ICMA	Retirement 401	476.36
		STARK, CHAD	MILEAGE REIMB 09/04-09/10/	96.05
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	264.29
			TOTAL:	1,590.99
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	308.00
		INTERNAL REVENUE SERVICE	Fed WH	793.65
			FICA	693.17
			Medicare	162.10
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	16.95
			Pre-Paid Legal Premiums	16.95
		ICMA	Loan Repayments	62.73
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	62.50
		ONE TIME VENDOR WPS MEDICARE PARTB	AMB REFUND	321.17
			TOTAL:	2,437.22
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	693.17
			Medicare	162.10
		PETTY CASH	BATTERY	5.41
		ICMA	Retirement 401	519.28
		AMBULANCE REIMBURSEMENT SYSTEMS INC	AMBULANCE BILLING FEES	1,214.63
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	375.00
			TOTAL:	2,969.59
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	2,731.44
			State Withholding	92.45
		INTERNAL REVENUE SERVICE	Fed WH	335.30
			FICA	265.88
			Medicare	62.19
		ICMA	Retirment 457 &	116.87
			TOTAL:	3,604.13
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	1111 LEE C FINE RD WELL	9.79
			LO STATE PARK LOCALZR	51.72
			AIRPORT FIREHOUSE	24.10
			KAISER TERMINAL BLDG	701.59
			LCF AIRPORT HANGAR	114.61
			LCF AIRPORT HANGAR	90.53
		INTERNAL REVENUE SERVICE	FICA	265.88
			Medicare	62.18
		ICMA	Retirement 401	235.52
		JP MORGAN CHASE BANK	HSA Contribution	60.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,765.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	7.02
			State Withholding	80.80
		INTERNAL REVENUE SERVICE	Fed WH	271.67
			FICA	186.33
			Medicare	43.57
		ICMA	Retirment 457 &	77.91
			TOTAL:	667.30

Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	186.33
			Medicare	43.57
		BANKCARD CENTER 3374	CREDIT MEMO	150.00-
		ICMA	Retirement 401	188.17
		JP MORGAN CHASE BANK	HSA Contribution	15.00
			HSA Family/Dep. Contributi	75.00-
			TOTAL:	358.07

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

10	General Fund	68,655.81
20	Transportation	8,994.36
30	Water Fund	12,475.12
35	Sewer Fund	3,403.81
40	Ambulance Fund	5,406.81
45	Lee C. Fine Airport Fund	5,370.05
47	Grand Glaize Airport Fund	1,025.37

 GRAND TOTAL: 105,331.33

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	MO DEPT OF REVENUE	SALES TAX & OPEN BUSINESS	70.00
			TOTAL:	70.00
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	TIRE REPAIR	15.00
			TOTAL:	15.00
Building Maintenance	General Fund	ELECTRONICS UNLIMITED PRAIRIEFIRE COFFEE & ROASTERS MIDWEST ELECTRONIC SYSTEMS INC GEO-ENTERPRISES, INC VIZIER CONSTRUCTION LLC	TERMINATE PHONE LINES	97.50
			COFFEE, HOT CHOCOLATE	242.50
			FIRE ALARM TEST & INSPECTI	300.00
			8/19/12-8/18/13 CONTRACT	5,500.00
			LOWER LEVEL REMODEL	6,183.00
			TOTAL:	12,323.00
Parks	General Fund	FLEET ONE TALLMAN COMPANY	PARKS FUEL	118.12
			PARKS FUEL	226.32
			2-HNDLE LAVA FC	90.64
			TOTAL:	253.80
Overhead	General Fund	LAKE SUN LEADER 81525 & 1586450 PITNEY BOWES GLOBAL	BANKING SERVICES BID	31.50
			SEPT RENTAL	756.00
			TOTAL:	787.50
Police	General Fund	ED ROEHR SAFETY PRODUCTS INC FLEET ONE O'REILLY AUTOMOTIVE STORES INC PETCO HEDRICK MOTIV WERKS LLC STAPLES ADVANTAGE	SHIPPING REPAIRED MAG LITE	10.93
			PUBLIC SAFETY FUEL	1,317.98
			PUBLIC SAFETY CAR WASH	66.00
			PUBLIC SAFETY FUEL	1,539.46
			PUBLIC SAFETY CAR WASH	60.00
			WIPER BLADE	7.64
			DOG FOOD	49.99
			OIL CHG PD21	48.17
			OIL CHG PD 22	65.00
			MOUNT & BALANCE PD15	30.00
			TONER	64.66
			TUFF TRUCK CONVERTIBLE HAN	124.01
			LABEL PRINTER	109.49
			CD-RS, ADDRESS LABELS	31.62
			STAPLERS	13.62
			TOTAL:	3,538.57
			911 Center	General Fund
TOTAL:	173.55			
Planning	General Fund	FLEET ONE	PLANNING FUEL	94.52
			TOTAL:	94.52
Engineering	General Fund	FLEET ONE CONSOLIDATED ELECTRICAL DISTR, INC STAPLES ADVANTAGE	CITY ENG FUEL	180.81
			CITY ENG FUEL	71.03
			FUSE	8.00
			TONER, CLOROX WIPES	916.26
			TOTAL:	1,176.10
Economic Development	General Fund	LAMAR COMPANIES	DIGITAL BULLETINS	3,000.00
			TOTAL:	3,000.00
Transportation	Transportation	RAPID SIGNS MEEKS BUILDING CENTER	LETTERING PUBLIC WKS DOOR	28.33
			BLACKTOP REPAIR PATCH	41.96

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FLEET ONE	TRANS FUEL	581.53
			TRANS FUEL	550.12
		JACK'S MUNICIPAL SALE & SERVICE INC	STREET SIGNS	93.96
		O'REILLY AUTOMOTIVE STORES INC	AIR TANK, TIRE GAUGE	40.18
			MOTOR OIL	3.99
			MOTOR OIL	11.18
		LAKE SUN LEADER 81525 & 1586450	2013 STORM DRAIN IMP	231.75
			MILL/PASSOVER INTERSECTN B	234.00
		BILLS TREE AND CRANE SERVICE	DEAD TREE REMOVAL - NICHOL	700.00
			DEAD TREE REMOVAL -LAKESHO	700.00
		CROWN POWER & EQUIPMENT	REPAIR BACKHOE HYD OIL LEA	1,990.87
		APAC MO INC	CREDIT FOR INVOICE 9000195	430.81-
			1" BASE, 1" CLEAN	357.56
			1" CLEAN	208.04
			1" CLEAN	423.73
			BP-2 W/RAP	363.81
			2" CLEAN	379.48
			BP-2 W/RAP	208.37
			2" CLEAN	191.79
			1" CLEAN	212.77
			BP-2 W/RAP	356.44
			4"-6" CLEAN	214.86
		KEEPING CONDOS CLEAN	JANITORIAL SERVICES PUBLIC	72.91
		KEY EQUIPMENT & SUPPLY CO	STREET SWEEPER BRUSH SETS	248.50
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.49
			STREET DEPT FLOOR MATS	6.45
		SOUTHWEST STONE SUPPLY INC	2" CREEK ROCK	59.40
			2" CREEK ROCK	89.10
			2" CREEK ROCK	89.10
			2" CREEK ROCK	89.10
		EZARD'S	36" PICKUP TOOL	5.00
		STAPLES ADVANTAGE	SPOONS, LINERS	16.83
			MAGNIFIER	12.12
			VERTICAL FILE	41.60
			TONER, COPY PAPER, FOLDERS	33.66
			PAPER TOWELS	11.14
		DAVID RADLUND	PUBLIC WORKS STORAGE BLDG	50,135.25
			TOTAL:	58,634.56
Water	Water Fund	PURCELL TIRE CO	FLAT REPAIR #58	21.40
		RAPID SIGNS	LETTERING PUBLIC WKS DOOR	28.33
		EZARD'S	PIPE, SHOP TOWELS, TAPCUBE	19.44
			ADAPTER, SPRAYER, BLEACH	7.76
			TAP TOOL BIT	10.99
			BATTERIES, THREAD SEAL TAP	10.25
			BRULE TAPE , SCREWDRIVER	15.98
			BULBS, SHOP TOWELS, ASST T	28.14
		FLEET ONE	WATER FUEL	536.45
			WATER FUEL	322.97
		GOEHRI, GEORGE	OCT INS PREMIUMS	79.68
		HACH CO	SPADNS FLUORIDE ACCUVACS	366.37
		SCHULTE SUPPLY INC	METERS, METER INTERFACE UN	3,202.20
			RATCHET WRENCH	74.95
		O'REILLY AUTOMOTIVE STORES INC	TAIL LIGHT	27.19
			CARWASH, GAS TREATMENT	7.98
			BATTERY	110.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SHEET TOWELS	9.95
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
		HD SUPPLY WATERWORKS LTD	MUELLER CENTURION PART #34	52.50
			BRS SAD, CORP CCXPJ(CTS)S	167.79
			TANDEM SETTERS	1,128.84
			TAND SETTERS	658.10
			INSERTS	12.84
			MTR BOX CVR	33.33
		APAC MO INC	1"CLEAN	209.77
			1" BASE/1" MINUS	167.75
		KEEPING CONDOS CLEAN	JANITORIAL SERVICES PUBLIC	72.91
		UNITED STATES PLASTIC CORP	55 GAL VERTICAL TANK	167.18
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	21.52
			WATER DEPT FLOOR MATS	6.45
		BLUE SPRINGS WINWATER COMPANY	REGULATORS	1,176.00
		STAPLES ADVANTAGE	SPOONS, LINERS	16.82
			VERTICAL FILE	41.60
			TONER, COPY PAPER, FOLDERS	33.65
			PAPER TOWELS	11.13
		LO ENVIRONMENTAL	WATER ANALYSIS	75.00
			TOTAL:	8,968.59
Sewer	Sewer Fund	USA BLUE BOOK	PVC HOSE, ALUMIN COUPLING	50.15
		WATER & SEWER SUPPLY INC	2 - FSI 13.50 X 24	920.00
		RAPID SIGNS	LETTERING PUBLIC WKS DOOR	28.34
		EZARD'S	FASTENERS	17.20
		FLEET ONE	SEWER FUEL	382.45
			SEWER FUEL	421.19
		SIEMENS WATER TECHNOLOGIES LLC	ODOR CONTROL	1,750.00
			ODOPHOS PLUS	6,240.20
		TALLMAN COMPANY	PVC PRIMER, GLUE, SAW BLDS	152.12
			PVC	4.92
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	TREATMENT PLANT OPERATION	36,119.99
			TREATMENT PLANT EXPANSION	1,934.00
		HD SUPPLY WATERWORKS LTD	FLG ACC RR FF	14.20
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #50	41.95
		JCI INDUSTRIES INC	PUMP REPAIR S/N F7094	5,960.00
			PUMP REPAIR S/N 7269	2,762.00
		KEEPING CONDOS CLEAN	JANITORIAL SERVICES PUBLIC	72.93
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	119.35
			SEWER DEPT FLOOR MATS	6.45
		STAPLES ADVANTAGE	SPOONS, LINERS	16.82
			VERTICAL FILE	41.60
			TONER, COPY PAPER, FOLDERS	33.65
			PAPER TOWELS	11.13
			TOTAL:	57,100.64
Ambulance	Ambulance Fund	WALMART COMMUNITY/GEGRB	XTRA OXI, MOP, GAIN	44.72
			RAIN-X	67.88
		FEDERAL EXPRESS CORP	BOUND TREE MEDICAL	64.12
		FLEET ONE	AMB FUEL	95.36
			AMB FUEL	68.17
		AIRGAS, INC	OXYGEN	25.15
			OXYGEN	9.15
		HEDRICK MOTIV WERKS LLC	REMOVE R/H WHEELS & TIRES	28.88
			BRAKE REPAIR M8	340.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	743.88
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GECRB	CUPS, WINDEX, FAVOR, TRIM	13.85
		FLEET ONE	LCF FUEL	69.07
		NAEGLER OIL CO	JET A FUEL	27,202.99
			AV GAS	19,290.71
		LAKELAND OIL CO LLC	AEROSHELL, PHILLIPS XC	82.59
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	38.97
			TOTAL:	46,698.18
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNITY/GECRB	WASTEBAGS, COFFEE, CRMR	65.93
			FRSHW, FILTERS, T, KABOOM,	56.18
		FEDERAL EXPRESS CORP	DAVIS INSTRUMENT CORP	19.50
		NAEGLER OIL CO	AV GAS	19,785.12
		LAKELAND OIL CO LLC	AEROSHELL, PHILLIPS XC	152.16
		EZARD'S	EXTN CORD, TAPCUBE	8.98
			MARKING PAINT, FASTENERS	9.69
			SWIVEL MNT LIGHT CONTROL	6.99
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	115.49
			BATTERY CHARGER	59.98
			TOTAL:	20,280.02

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

10	General Fund	21,432.04
20	Transportation	58,634.56
30	Water Fund	8,968.59
35	Sewer Fund	57,100.64
40	Ambulance Fund	743.88
45	Lee C. Fine Airport Fund	46,698.18
47	Grand Glaize Airport Fund	20,280.02

GRAND TOTAL:		213,857.91

SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-City of Osage Beach
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/26/2013 THRU 9/26/2013

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

Submission Date: September 24, 2013
Submitted By: Public Works Director
Board Meeting Date: October 3, 2013

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

Description of Item:

Bill 13-61 - To authorize the Mayor to sign an Amended State Block Grant Agreement, Project Number 13-045A-1 with the Missouri Highways and Transportation Commission providing for the funding for land acquisition of the property near Grand Glaize 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 13-61.

Are there any deadlines associated with this action?

This agreement sets out the terms of the funding for the property acquisition.

Comments and Recommendation of Department:

This original agreement was amended by MoDOT's legal counsel. The changes requested by MoDOT's legal counsel involve construction. This is why this agreement is coming back to you.

Recommend approval and request first and second reading of Bill 13-61.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

BILL NO. 13-61

ORDINANCE NO. 13.61

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED 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 LAND ACQUISITION

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 hereby authorizes the Mayor to execute the amended agreement with the Missouri Highways and Transportation Commission providing for funding for land acquisition, as in the attached Exhibit A.

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. 13.61 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. 13.61.

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 - 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 Services; 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 May 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 November 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) 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.

(C) 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.

(D) 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.

(E) 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.

(F) 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.

(G) 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.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)_____
Signature of Sponsor's Attorney

Date _____

Submission Date: September 25, 2013
Submitted By: Public Works Director
Board Meeting Date: October 3, 2013

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

Description of Item:

Bill 13-62 - To authorize the Mayor to enter into agreement for the award of the proposed Construction Contract No. OB13-016 for the Mill/Passover Intersection Improvements project to Cooper Siteworks, Inc.

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

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

Why is Board Action Required?

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

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

A motion to approve first and second readings of Bill 13-62.

Are there any deadlines associated with this action?

The contract documents require this project to be completed by the end of this year. After completion of Phase 2 of Passover Road, the homeowner has been unable to access their property with their motor home and thus reconstruction of the intersection is required.

Comments and Recommendation of Department:

Bids were opened on September 25, 2013. The Bid Abstract is attached. Cooper Siteworks, Inc. is the apparent low bidder with a bid amount of \$33,573.05. The Engineering Department has worked with Cooper Siteworks, Inc. in the past with positive results and recommends awarding the Mill/Passover Intersection Improvements project to Cooper Siteworks, Inc..

Funding for this project can be obtained from 20-00-773143 Passover Road with a budget balance of \$27,325. 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 Public Works Director recommends approval of Bill 13-62. A first and second reading is requested.

City Administrator's Comments and Recommendation:

Concur with the recommendation of the Public Works Director.

BILL NO. 13-62

ORDINANCE NO. 13.62

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT COOPER SITEWORKS, INC. FOR THE MILL/PASSOVER ROAD IMPROVEMENTS

WHEREAS, the City of Osage Beach seeks to engage a company for the Mill/Passover Road Improvements; and

WHEREAS, the City issued an Invitation to Bid for the construction of the Mill/Passover Road Improvements; and

WHEREAS, Cooper Siteworks, Inc. submitted the lowest and best bid; and

WHEREAS, the City has determined Cooper Siteworks, Inc. is able to provide such services as described in the specifications for the Mill/Passover Road Improvements.

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 Cooper Siteworks, Inc. substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed thirty three thousand five hundred seventy three dollars and 05/100 dollars (\$33,573.05).

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. 13.62 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. 13.62.

Date

ATTEST:

Penny Lyons, Mayor

Diann Warner, City Clerk

MILL/PASSOVER INTERSECTION IMPROVEMENTS

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. None Dated _____
No. N/A Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

MILL/PASSOVER INTERSECTION IMPROVEMENTS BID FORM					
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1 02316	510.0	SY	Subgrade Preparation	\$ 12.60	\$ 6,426 ⁰⁰
2 02511	1.0	LS	Remove Hydrants & Private Waterline located in Slope Limits	\$ 325	\$ 325 ⁰⁰
3 02511	80.0	LF	Relocate 2-Inch Sewer Line	\$ 25 ⁰⁰	\$ 2,000 ⁰⁰
4 02740	30.0	TONS	3" Bituminous Concrete Pavement w/ 3" Aggregate Base Course	\$ 248.00	\$ 7,440 ⁰⁰
5 02778	14.0	SY	Concrete Sidewalk w/ Welded Wire Fabric Reinf. (4-inch Thick)	\$ 60.00	\$ 840 ⁰⁰

MILL/PASSOVER INTERSECTION IMPROVEMENTS

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6	5.0	SY	Concrete Median	\$ 85.00	\$ 425 ⁰⁰
02778					
7	15.0	LF	Concrete Curb, Type S	\$ 43.00	\$ 645 ⁰⁰
02778					
8	236.8	SF	Modular Block Retaining Wall	\$ 29.92	\$ 7,085.05
02831					
9	325	SY	Imported Topsoil	\$ 6.00	\$ 1,950 ⁰⁰
02921					
10	325	SY	Seeding, Fertilizing, and Mulching	\$ 3.00	\$ 975 ⁰⁰
02921					
11	7.7	SY	2-Inch Landscaping Rock w/ Fabric	\$ 60.00	\$ 462 ⁰⁰
02921					
12	1.0	LS	Force Account	\$ 5,000.00	\$ 5,000.00
01800					
TOTAL					\$ 33,573.05

TOTAL BID IN WRITING: Thirty-three thousand, five hundred
Seventy-three and $\frac{5}{100}$.

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at ~~9/25~~ Cooper Siteworks Inc this 25th day of September, 2013

LICENSE or CERTIFICATE NUMBER, if applicable _____

MILL/PASSOVER INTERSECTION IMPROVEMENTS

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FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder:

Telephone No. _____

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No. _____

IF A CORPORATION:

Cooper Siteworks Inc
Name of Corporation

By Jason W. Cooper
Signature & Title

Jason W. Cooper
Typed or Printed Name

ATTEST:

Same
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder:

PO Box 2387 Lake Ozark, MO 65049

**BID TABULATION
MILL-PASSOVER INTERSECTION IMPROVEMENTS
OB13-016**

		Bid Opening: September 25, 2013		Engineer's Estimate		Cooper Siteworks, Inc. Lake Ozark, MO		Travis Hodge Hauling, LLC Lake Ozark, MO		Stockman Construction Corp. Jefferson City, MO	
Item No.	Description	Est. Qty	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Subgrade Preparation	510	SY	\$ 10.00	\$ 5,100.00	\$ 12.60	\$ 6,426.00	\$ 28.00	\$ 14,280.00	\$ 22.00	\$ 11,220.00
	Remove Hydrants & Private Waterline located in Slope Limits	1	LS	\$ 500.00	\$ 500.00	\$ 325.00	\$ 325.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00
2	Relocate 2-Inch Sewer Line	80	LF	\$ 30.00	\$ 2,400.00	\$ 25.00	\$ 2,000.00	\$ 40.00	\$ 3,200.00	\$ 35.00	\$ 2,800.00
3	3" Bituminous Concrete Pavement w/ 3" Aggregate	30	TONS	\$ 110.00	\$ 3,300.00	\$ 248.00	\$ 7,440.00	\$ 182.00	\$ 5,460.00	\$ 310.00	\$ 9,300.00
4	Concrete Sidewalk w/ Welded Wire Fabric Reinf. (4-inch Thick)	14	SY	\$ 45.00	\$ 630.00	\$ 60.00	\$ 840.00	\$ 200.00	\$ 2,800.00	\$ 140.00	\$ 1,960.00
5	Concrete Median	5	SY	\$ 70.00	\$ 350.00	\$ 85.00	\$ 425.00	\$ 200.00	\$ 1,000.00	\$ 195.00	\$ 975.00
6	Concrete Curb, Type S	15	LF	\$ 25.00	\$ 375.00	\$ 43.00	\$ 645.00	\$ 45.00	\$ 675.00	\$ 70.00	\$ 1,050.00
7	Modular Block Retaining Wall	236.8	SF	\$ 30.00	\$ 7,104.00	\$ 29.92	\$ 7,085.06	\$ 40.00	\$ 9,472.00	\$ 37.00	\$ 8,761.60
8	Imported Topsoil	325	SY	\$ 4.00	\$ 1,300.00	\$ 6.00	\$ 1,950.00	\$ 5.00	\$ 1,625.00	\$ 11.00	\$ 3,575.00
9	Seeding, Fertilizing, and Mulching	325	SY	\$ 2.00	\$ 650.00	\$ 3.00	\$ 975.00	\$ 5.00	\$ 1,625.00	\$ 3.10	\$ 1,007.50
10	2-Inch Landscaping Rock w/ Fabric	7.7	SY	\$ 30.00	\$ 231.00	\$ 60.00	\$ 462.00	\$ 50.00	\$ 385.00	\$ 95.00	\$ 731.50
11	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
12											
	Total Bid				\$ 26,940.00		\$ 33,573.06		\$ 46,522.00		\$ 47,430.60

