



CITY OF OSAGE BEACH  
BOARD OF ALDERMEN MEETING

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

REVISED 03-18-14

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
March 20, 2014 – 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 03/06/2014 (Page 01)
- Bills List (Page 08)

**UNFINISHED BUSINESS**

- A. Bill No. 14-07. Amendment to the Liquor License Ordinance. Second Reading (Page 29)

## **NEW BUSINESS**

- A. Bill No. 14-08. Amendment to Section 125.030, First Responders Political Activity. First Reading (Page 31)
- B. Bill No. 14-09. Amendment to Section 115.120 E to comply with new State Statute Governing the Termination of an Appointed Police Chief. First Reading (Page 34)
- C. Bill No. 14-10. Authorize Mayor to Execute Supplemental Agreement No. 1 with Crawford Murphy and Tilly for Land Acquisition. First and Second Readings (Page 38)
- D. Bill No. 14-11. Authorize Mayor to Execute Agreement for the Water Tower Fencing Project with Ken Kauffman & Sons Excavating. First and Second Readings (Page 72)
- E. Bill No. 14-12. Authorize Mayor to Execute Agreement with Ameren Corporation for Utility Relocates for the Four-Unit Hangar Project at Lee C. Fine Memorial Airport. First and Second Readings (Page 81)
- F. Bill No. 14-13. Amendment to Section 505 Regarding Blasting Permits. First and Second Readings (Page 121)
- G. Bill No. 14-14. Authorize Mayor to Execute Agreement for the City Park Irrigation Controllers to Hutchins Telecom, Inc. First and Second Readings (Page 125)
- H. Authorize Purchase of Ford F-350 Service Truck for the Sewer Department (Page 135)
- I. Authorize Purchase of Ford F-550 Dump Truck for the Street Department (Page 136)
- J. Request Authorization to Provide Engineering and Contract Administrative Services to the Osage Beach Special Road District to Repair Aver Road (Page 138)
- K. Bid Award. Vehicle Equipment for Four 2014 Ford Police Interceptor Utility Vehicles (Page 140)
- L. **Authorize Purchase of Mobile and Handheld Radios** (Page 142)

## **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

March 6, 2014

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, March 6, 2014, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Steve Kahrs, Alderman Michelle Myler, 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 recognized City Clerk Diann Warner for 30 years of service to the City. City Clerk Warner was congratulated for her years of service.

**Citizens Communications.**

Jim Morris said he hit a concrete barrier during one of the snow storms and that Officer Pete Leyva responded immediately. He commended Officer Leyva for his professionalism and for his assistance. Mr. Morris said there is a big difference between being a number in a large city and being a part of this City.

Carolyn Morris extended her thanks to City Attorney Ed Rucker who was a guest speaker at the last meeting of the local Missouri Pilot's Association where he spoke about SB 650 regarding telecommunications towers. She mentioned a telecommunications company several years ago that wanted to build a tower 650 feet from the end of the runway at Grand Glaize Airport. There was so much opposition that they found another location that worked just as well. Mrs. Morris said that local government has the most influence on the community on a daily basis.

Mrs. Morris reminded everyone of State Aviation Day on April 8<sup>th</sup> at the Capitol Rotunda. She said the City has supported this activity in the past and she hoped many people from the City would attend to participate in the Eighth State Aviation Day.

Mr. Morris said that last year there were 114 representatives and senators who attended and they later voted to extend the aviation trust fund forward to 2023. Mr. Morris said he believed State Aviation Day works to draw attention to the importance of aviation in Missouri.

**Consent Agenda.**

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on February 20, 2014, as amended and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

**Unfinished Business.**

None

**New Business.**

**Bill No. 14-04.** 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 the City requested to lease two electronic billboards on the Grand Glaize Bridge – one facing West and one facing East. The price is \$1500 per board, per 4-week period for a total of \$21,000. They will run from March 17, 2014 through September 28, 2014. This expenditure was budgeted for 2014 in the amount of \$21,000 and will be coded to 10-21-754250, Economic Development/Community Promotions.

City Attorney Ed Rucker has recommended one change to the contract and Lamar has agreed to the change.

Mayor Lyons presented the first reading of Bill No. 14-04 by title only. It was noted that Bill No. 14-04 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 14-04 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-04 by title only. It was noted that Bill No. 14-04 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 14-04. Alderman Catcott seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-04 and to pass same into Ordinance: “Ayes”: Alderman Myler, Alderman Catcott, Alderman Rucker, Alderman Olivarri, Alderman Kahrs, Alderman Schmitt. “Nays”: None. Bill No. 14-04 was passed and approved as Ordinance No. 14.04.

**Bill No. 14-06.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR CITY HALL GROUNDS MAINTENANCE WITH SURECUT LAWN CARE, LLC

Building Official Ron White explained the City solicited bids for the Landscape Maintenance Program for 2014 for the City Hall grounds with the option to renew in 2015 and 2016.

Three bids were received as follows:

**Surecut Lawncare, LLC**

Landscape	\$12,500.00
Man hour costs: \$35.00	
2015	\$13,500.00
2016	\$14,500.00

**Lake Ozark Grounds Maintenance LLC**

Landscape	\$14,200.00
Man hour costs: \$35.00	
2015	\$14,200.00
2016	\$14,200.00

**All Green Lawn Care**

Landscape	\$14,870.00
Man hour costs: \$35.00	

Surecut Lawncare, LLC is the apparent low bidder. The Building Department has had extensive experience with this company and they have been pleased with their work. The budgeted amount is \$18,000.

The Building Department recommended the City Hall Landscape Maintenance Contract be awarded to Surecut Lawncare, LLC in the amount of \$12,500.00 for a one year contract with an option to renew.

Mayor Lyons presented the first reading of Bill No. 14-06 by title only. It was noted that Bill No. 14-06 has been available for public review.

Alderman Myler moved to approve the first reading of Bill No. 14-06 as presented. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-06 by title only. It was noted that Bill No. 14-06 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 14-06. Alderman Myler seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-06 and to pass same into Ordinance: "Ayes": Alderman Catcott, Alderman Rucker, Alderman Olivarri, Alderman Kahrs, Alderman Schmitt, Alderman Myler. "Nays": None. Bill No. 14-06 was passed and approved as Ordinance No. 14.06.

**Bill No. 14-07.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 600.120.C.1 AND REPLACING IT WITH A NEW SECTION 600.120.C.1 TO AUTHORIZE THE CITY CLERK TO ISSUE TO THOSE ORGANIZATIONS HOLDING A CURRENT LICENSE FOR SALE OF LIQUOR BY THE DRINK A CATERER'S LICENSE NOT TO EXCEED 7 DAYS IN DURATION.

City Attorney Ed Rucker explained that this amendment to the code would delegate to the City Clerk the authority to issue time limited liquor permits for catering, tasting, or sale by the drink, for consumption on premises, to persons currently holding a retail sale by the drink liquor license. The City Clerk currently holds such authority by ordinance, for churches, schools, civic, service, fraternal, veteran, political or charitable clubs or organizations for a picnic, bazaar, fair or similar gathering. City Attorney Rucker also explained that the application process will remain the same wherein the Liquor Control Board would recommend approval before any license is approved.

Mayor Lyons presented the first reading of Bill No. 14-07 by title only. It was noted that Bill No. 14-07 has been available for public review.

Alderman Schmitt moved to approve the first reading of Bill No. 14-07 as presented. Alderman Catcott seconded the motion which was voted on and unanimously passed.

**Bid Award.** Changeable Message and Arrow Boards

Public Works Director Nick Edelman explained that funds were budgeted in the 2013 Budget for the message and arrow boards. If this is approved, he said an amendment to the 2014 Budget would be required because no funds were budgeted this year.

The following bids were received:

Traffic Control	Changeable Sign	\$12,915.00
	Arrow Board	\$3,542.50
K & K Systems	Changeable Sign	\$12,150.00
	Arrow Board	\$4,018.00
PMSI	Changeable Sign	\$16,136.00
	Arrow Sign	\$3,948.63
K & K Systems (alternate bid)	Changeable Sign	\$12,514.00
	Arrow Board	\$4,345.00

Mr. Edelman explained that bids were solicited for one message and one arrow board but the bids came in lower than expected therefore he requested authorization to purchase two each of the message and arrow boards. Under this scenario, the low bid is from K&K Systems. There are two bids from K&K Systems. The desired type of controls for the boards was not specified and K&K submitted a price for hydraulic controls and cable/winch type controls. Public Works Director said that he is recommending the purchase of the cable/winch type system.

The 2013 budget included \$35,000 for these items which may be used for traffic control devices when doing maintenance on Osage Beach Parkway and other events as needed. The Public Works Department recommended purchasing two message and two arrow boards from K& K Systems in the amount of \$32,336.00 for the cable/winch type controls.

Alderman Olivarri moved to award the bid for the message and arrow boards to the low bidder, K & K Equipment in the amount of \$32,336.00. Alderman Myler seconded the motion which was voted on and unanimously passed.

**Bill No. 14-05.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 13.75 ADOPTING THE 2014 ANNUAL BUDGET, TRANSFERRING APPROPRIATIONS FOR NECESSARY EXPENSES.

Public Works Director Nick Edelman explained that Bill No. 14-05 allows funding to purchase the message boards and arrow boards.

Mayor Lyons presented the first reading of Bill No. 14-05 by title only. It was noted that Bill No. 14-05 has been available for public review.

Alderman Myler moved to approve the first reading of Bill No. 14-05 as presented. Alderman Rucker seconded the motion which was voted on and unanimously passed.

Mayor Lyons presented the second and final reading of Bill No. 14-05 by title only. It was noted that Bill No. 14-05 has been available for public review.

Alderman Olivarri moved to approve the second and final reading of Bill No. 14-05. Alderman Rucker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 14-05 and to pass same into Ordinance: “Ayes”: Alderman Rucker, Alderman Olivarri, Alderman Kahrs, Alderman Schmitt, Alderman Myler, Alderman Catcott. “Nays”: None. Bill No. 14-05 was passed and approved as Ordinance No. 14.05.

**Bid Award.** Authorize Purchase of Color Digital Imaging System

City Planner Cary Patterson requested authorization to purchase a Ricoh MP wide format color digital imaging system in the amount of \$9,700 from Ricoh, USA. This item is on the state contract. Funds are available from line item 10-16-774255 Machinery and Equipment with a balance of \$10,000. The unit may be used by all departments to scan and copy wide format documents.

Alderman Schmitt moved to authorize the purchase of a Ricoh wide format color digital imaging system in the amount of \$9,700.00 from Ricoh, USA. Alderman Myler seconded the motion which was voted on and unanimously passed.

**Communication from Board Members.**

Alderman Schmitt. Ron Schmitt reported that the public works crew did a great job on the third snow. He commended Chief Davis for the record breaking Polar Bear Plunge with the most people plunging and the most money raised.

Alderman Myler. Michelle Myler reported that she has a greater appreciation for the water and sewer departments after touring the Sands Lift Station, the odor control facility and the sewer treatment plant and understands the reason a large part of the budget is dedicated to those departments.

Alderman Catcott. Fred Catcott said he appreciated the Board’s approval of the electronic billboards and he thanked the City Attorney for clarifying the process for temporary licensing for caterer’s permits. Alderman Catcott reported that he attended an economic development meeting several weeks ago and he has been thinking about putting together a seminar where people who are interested in opening a business can come to get information, be introduced to the City Planner, Building Official, Public Works Director and other staff members. He believes this would be beneficial for attracting new businesses.

Alderman Kahrs. Steve Kahrs commended Chief Davis for the Polar Bear Plunge.

Alderman Rucker. Kevin Rucker extended his thanks to Chief Davis for a job well done on the Pub Crawl. He said he heard only good reports about the professionalism of the police officers. Alderman Rucker attributed the success of the event to the bar owners and the police department working together.

Alderman Olivarri. John Olivarri commended the public works crew for keeping the streets in

good shape during the recent snow storms. He congratulated Chief Davis on the success of the Polar Bear Plunge.

Board members also congratulated City Clerk Warner for her years of employment with the City.

### **Staff Communications.**

Police Chief. Todd Davis reported that there were 654 plungers; 11 super plungers and 128 runners. So far, \$215,000 has been raised for Special Olympics.

City Planner. Cary Patterson reported on an idea that Alderman Catcott had to facilitate a seminar to assist those who want to open businesses here in the City. He offered his assistance if this is something the Board wants to do. He asked that Board members submit comments to either the City Administrator or himself. Alderman Olivarri questioned whether this could be held every year. City Planner Patterson responded he believed that it should be held on an annual basis in the fall. He added that SCORE, the University of Missouri Extension, the CVB and both Chambers of Commerce sponsor these types of programs however there is nothing focused strictly on Osage Beach. Alderman Olivarri asked that the Lake of the Ozarks Council of Local Governments also be invited to participate.

Assistant City Administrator. Jeana Woods reported that she has created a Park Restoration page on the website with a timeline when repairs will be made. She also reported that parts of the Osage Beach City Park will be open by April 1.

Public Works Director. Nick Edelman expressed his appreciation to Budd Hyde who was part of a two team rotation during the last snow and ice storm.

Mr. Edelman reported that he attended the Transportation Advisory Committee (TAC) meeting and MoDOT wants to update the statewide plan and that a one-cent sales tax is being discussed. He reported that he met with MoDOT on Tuesday and they are looking for 15 road and bridge projects and 15 other projects like sidewalks. Mr. Edelman added that there is a survey on the LOCLG website. Another meeting is scheduled for March 25 at the Camden County Courthouse. He said that MoDOT will issue a press release to get ideas of what the public wants.

Parks Manager. Brian Willey expressed his appreciation for the opportunity to attend a parks conference at Tan-Tar-A last week.

Airport Manager. Budd Hyde reported that the Best of the Lake Party will be held at the Grand Glaize Airport on May 7 in a couple of the hangars from 5:00-8:30. More information about this event will follow.

There being no further business to come before the Board, the meeting adjourned at 7:15 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 March 6, 2014.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

**CITY OF OSAGE BEACH  
BILLS LIST  
March 20, 2014**

<b>Bills Paid Prior to Board Meeting</b>	<b>194,216.45</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>119,919.40</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Transfer Prewitt's Pt</b>	<b>0.00</b>
<b>TIF Transfer Dierbergs</b>	<b>0.00</b>
<b>Bills Pending Board Approval</b>	<b>90,850.48</b>
<b>Total Expenses</b>	<b><u>404,986.33</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	2.14
			ADJUST PR DEDUCTIONS	129.10
			ADJUST PR DEDUCTIONS	30.16
			Dental Insurance Premiums	582.46
			Dental Insurance Premiums	582.82
			Health Insurance Premium	34.78
			Health Insurance Premium	34.78
			Health Insurance Contribut	637.98
			Health Insurance Contribut	639.00
			Health Insurance Contribut	440.00
			Health Insurance Contribut	440.00
			Health Insurance Premiums	106.78
			Health Insurance Premiums	106.78
			Vision Insurance Contribut	123.74
			Vision Insurance Contribut	123.74
			Vision Insurance Contribut	22.56
			Vision Insurance Contribut	22.56
			Vision Insurance Contribut	67.74
			Vision Insurance Contribut	67.86
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	225.00
		MO DEPT OF REVENUE	State Withholding	3,439.75
		INTERNAL REVENUE SERVICE	TAX PENALTY	6,284.74
			Fed WH	11,013.99
			FICA	6,685.17
			Medicare	1,563.42
		PRE PAID LEGAL SERVICES INC DBA	ADJUST PAYROLL DEDUCTIONS	0.02-
			Pre-Paid Legal Premiums	36.88
			Pre-Paid Legal Premiums	36.88
		ICMA	Retirment 457 &	230.91
			Retirement 457	3,091.15
			Loan Repayments	786.64
			Loan Repayments	662.97
			401 Loan Payment	403.52
			401 Loan Payment	352.91
			Loan Repayments	345.86
			Loan Repayments	377.55
			Loan Repayments	298.81
			Loan Repayments	372.42
			Retirment Roth IRA %	55.35
			Retirement Roth IRA	290.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.02-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	8.13
			Colonial Supplemental Insu	8.13
		AFLAC	Aflac Insurance Premiums	135.12
			Aflac Insurance Premiums	135.12
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	20.46
			Aflac Critical Illness Pol	20.46
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,410.61
			American Fidelity	1,412.28
			Amerian Fidelity	960.38
			Amerian Fidelity	961.79
			ADJUST PAYROLL DEDUCTIONS	734.03-
		THE LINCOLN NATIONAL LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	207.96
			ADJUST PAYROLL DEDUCTIONS	35.57-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	52.98
			Group Life Ins and Buy Up	53.10
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	3,622.15
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	343.66
			Flex Account	10.00
			Flex Account	197.49
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	0.03-
			Texas Life After Tax	134.65
			Texas Life After Tax	135.01
		ONE TIME VENDOR	Bond Refund:121298801-01	100.00
			Bond Refund:121297496-01	100.00
			Bond Refund:121297496-01	125.50
			TOTAL:	50,195.93
Mayor & Board	General Fund	AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	104.20
			TOTAL:	104.20
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.66
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	483.28
			Health Insurance Contribut	497.62
			Health Insurance Contribut	429.68
			Health Insurance Contribut	429.68
			Vision Insurance Contribut	7.43
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	425.62
			Medicare	99.54
		ICMA	Retirement 401	424.79
		AT & T MOBILITY-CELLS	CITY ADMIN CELL PHONE	40.53
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	22.63
			Group Life Ins and Buy Up	22.90
			Short Term Disability Ins	13.01
			Short Term Disability Ins	13.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	3,185.63
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	497.62
			Health Insurance Contribut	497.62
			Health Insurance Contribut	859.36
			Health Insurance Contribut	859.36
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		WARNER, DIANN	MOCCFOA CONFERENCE MEALS	50.00
		INTERNAL REVENUE SERVICE	FICA	307.20
			Medicare	71.84
		ICMA	Retirement 401	308.02
		URLICKS, DOROTHY	MOCCFOA CONFERENCE MEALS	50.00
			MOCCFOA SPR INSTITUTE MILE	92.96
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	22.36
			Group Life Ins and Buy Up	22.36
			Short Term Disability Ins	7.95
			Short Term Disability Ins	7.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	225.00
		MO STATE UNIVERSITY OUTREACH	D WARNER, D URLICKS	<u>345.00</u>
			TOTAL:	4,455.42
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	995.24
			Health Insurance Contribut	995.24
			Health Insurance Contribut	429.68
			Health Insurance Contribut	429.68
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	483.71
			Medicare	113.14
		ICMA	Retirement 401	478.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	30.07
			Group Life Ins and Buy Up	30.07
			Short Term Disability Ins	26.40
			Short Term Disability Ins	26.40
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	4,444.93
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribu	266.04
			Health Insurance Contribu	266.04
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	95.23
			Medicare	22.27
		MACA TREASURER	D URLICKS, M TAYLOR	100.00
		ICMA	Retirement 401	92.76
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	2.20
			Group Life Ins and Buy Up	2.20
			Short Term Disability Ins	6.60
			Short Term Disability Ins	<u>6.60</u>
			TOTAL:	918.72
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	497.62
			Health Insurance Contribut	497.62
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	289.95
			Medicare	67.81
		ICMA	Retirement 401	283.81
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	14.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,825.25
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.28
			Dental Insurance Premiums	89.28
			Health Insurance Contribut	1,492.86
			Health Insurance Contribut	1,492.86
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	16.17
		INTERNAL REVENUE SERVICE	FICA	320.99
			Medicare	75.07
		ICMA	Retirement 401	321.76
		AT & T MOBILITY-CELLS	BLDG DEPT CELL PHONE	34.76
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	19.80
			Short Term Disability Ins	19.80
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	4,256.10
Building Maintenance	General Fund	ALLIED WASTE SERVICES #435	FEB TRASH SERVICE CITY HAL	<u>116.24</u>
			TOTAL:	116.24
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.76
			Health Insurance Contribut	193.76
			Health Insurance Contribut	497.62
			Health Insurance Contribut	497.62
			Health Insurance Contribut	429.68
			Health Insurance Contribut	429.68
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	263.20
			Medicare	61.54
		ICMA	Retirement 401	232.33
		AT & T MOBILITY-CELLS	PARK CELL PHONE	40.53
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	17.29
			Group Life Ins and Buy Up	17.29
			Short Term Disability Ins	19.80
			Short Term Disability Ins	19.80
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	3,279.94
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76
			Health Insurance Contribut	429.68
			Health Insurance Contribut	429.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	125.68
			Medicare	29.39
		ICMA	Retirement 401	125.07
		GARY E CUENDET DBA	RETIREMENT CLOCKS	220.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	7.49
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,529.74
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	654.72
			Dental Insurance Premiums	654.72
			Dental Insurance Premium	68.32
			Dental Insurance Premium	68.32
			Health Insurance Contribu	266.04
			Health Insurance Contribu	266.04
			Health Insurance Contribut	775.04
			Health Insurance Contribut	968.80
			Health Insurance Contribut	2,985.72
			Health Insurance Contribut	2,985.72
			Health Insurance Contribut	5,156.16
			Health Insurance Contribut	5,156.16
			Health Insurance Premiums	504.68
			Health Insurance Premiums	504.68
			Vision Insurance Contribut	53.90
			Vision Insurance Contribut	53.90
			Vision Insurance Contribut	9.45
			Vision Insurance Contribut	9.45
			Vision Insurance Contribut	37.70
			Vision Insurance Contribut	37.70
		INTERNAL REVENUE SERVICE	FICA	3,133.23
			Medicare	732.73
		ICMA	Retirement 401	5,522.30
		CHAPMAN, JAMES	FUEL REIMB	35.00
		DAVIS, TODD	MEALS	120.00
		AT & T MOBILITY-CELLS	POLICE DEPT CELL PHONES	78.48
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	20.84
			American Fidelity	20.84
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	174.85
			Group Life Ins and Buy Up	174.85
			Short Term Disability Ins	178.20
			Short Term Disability Ins	178.20
		JP MORGAN CHASE BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,200.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	20.84
			Flex Account	20.84
		GORSLINE, TOM	REIMB PARKING & TAXES	132.39
			TOTAL:	33,131.65
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	208.32
			Dental Insurance Premiums	208.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	193.76
			Health Insurance Contribut	193.76
			Health Insurance Contribut	995.24
			Health Insurance Contribut	995.24
			Health Insurance Contribut	1,718.72
			Health Insurance Contribut	1,718.72
			Vision Insurance Contribut	21.56
			Vision Insurance Contribut	21.56
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO ST HWY PATROL LAW ENF ACADEMY	COMM TRAINING	111.00
		INTERNAL REVENUE SERVICE	FICA	710.50
			Medicare	166.18
		ICMA	Retirement 401	723.10
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	57.58
			Group Life Ins and Buy Up	57.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	46.20
			Short Term Disability Ins	46.20
		JP MORGAN CHASE BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	450.00
			TOTAL:	8,880.58
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.52
			Dental Insurance Premiums	59.52
			Health Insurance Contribut	193.76
			Health Insurance Contribut	193.76
			Health Insurance Contribut	497.62
			Health Insurance Contribut	497.62
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	221.28
			Medicare	51.75
		ICMA	Retirement 401	218.01
		AT & T MOBILITY-CELLS	PLANNER CELL PHONE	24.65
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	2.60
			American Fidelity	2.60
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	16.33
			Group Life Ins and Buy Up	16.33
			Short Term Disability Ins	14.85
			Short Term Disability Ins	14.85
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,205.09
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.76
			Dental Insurance Premiums	29.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Premium	231.26
			Health Insurance Premium	231.26
			Health Insurance Contribut	193.76
			Health Insurance Contribut	193.76
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	308.58
			Medicare	72.17
		ICMA	Retirement 401	299.62
		AT & T /EMSGTWY_SBC	SERVICE 01/01-01/31/14	141.07
		AT & T MOBILITY-CELLS	SERVICE 01/13-02/12/14	79.98
			IT DEPT CELL PHONE	107.38
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	15.63
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		JP MORGAN CHASE BANK	HSA Contribution	37.50
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			TOTAL:	2,076.08
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	97.30
			Dental Insurance Premiums	97.18
			Health Insurance Premium	34.78
			Health Insurance Premium	34.78
			Health Insurance Contribut	47.56
			Health Insurance Contribut	47.21
			Health Insurance Contribut	60.20
			Health Insurance Contribut	60.20
			Health Insurance Premiums	106.78
			Health Insurance Premiums	106.78
			Health Insurance Contribut	23.76
			Health Insurance Contribut	23.76
			Vision Insurance Contribut	1.78
			Vision Insurance Contribut	1.77
			Vision Insurance Contribut	3.57
			Vision Insurance Contribut	3.58
			Vision Insurance Contribut	20.17
			Vision Insurance Contribut	20.15
		MO DEPT OF REVENUE	State Withholding	649.93
		INTERNAL REVENUE SERVICE	Fed WH	1,893.68
			FICA	1,183.73
			Medicare	276.81
		ICMA	Retirement 457	175.73
			Loan Repayments	100.30
			Loan Repayments	60.91
			401 Loan Payment	16.89
			Retirement Roth IRA	16.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	75.70
			American Fidelity	75.14
			Amerian Fidelity	98.02
			Amerian Fidelity	97.54
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	2.54
			Group Life Ins and Buy Up	2.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JP MORGAN CHASE BANK	HSA Contribution	20.00
			HSA Family/Dep. Contributi	38.65
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.55
			Texas Life After Tax	<u>7.43</u>
			TOTAL:	5,591.11
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	228.54
			Dental Insurance Premiums	228.26
			Dental Insurance Premium	22.21
			Dental Insurance Premium	22.21
			Health Insurance Premium	231.26
			Health Insurance Premium	231.26
			Health Insurance Contribut	251.89
			Health Insurance Contribut	251.89
			Health Insurance Contribut	666.56
			Health Insurance Contribut	661.83
			Health Insurance Contribut	1,293.35
			Health Insurance Contribut	1,293.34
			Health Insurance Premiums	504.68
			Health Insurance Premiums	504.68
			Health Insurance Contribut	178.02
			Health Insurance Contribut	178.02
			Vision Insurance Contribut	1.78
			Vision Insurance Contribut	1.78
			Vision Insurance Contribut	3.58
			Vision Insurance Contribut	3.58
			Vision Insurance Contribut	20.17
			Vision Insurance Contribut	20.13
		MARSHALL, JERRY	MILEAGE REIMB 02/26-03/04/	36.73
		GARMANY, DAVID	MILEAGE REIMB 02/26-03/04/	3.36
		ALLIED WASTE SERVICES #435	TRASH SERVICES STREET DEPT	38.75
		GUNNELS, BERNIE	MILEAGE REIMB 02/26-03/04/	112.00
		HAYES, DAVE	MILEAGE REIMB 02/26-03/04/	8.96
		TINDALL, JERRY	MILEAGE REIMB 02/26-03/04/	26.88
		RUSSELL, RICK	MILEAGE REIMB 02/26-03/04/	59.80
		WATERMAN, RANDY	MILEAGE REIMB 02/26-03/04/	67.20
		INTERNAL REVENUE SERVICE	FICA	1,183.74
			Medicare	276.83
		ICMA	Retirement 401	1,142.51
		GARMANY, VICTOR	MILEAGE REIMB 02/26-03/04/	8.96
		AT & T MOBILITY-CELLS	TRANS DEPT CELL PHONES	144.85
		DOLLISON, JOE	MILEAGE REIMB 02/26-03/04/	8.40
		STARK, CHAD	MILEAGE REIMB 02/26-03/04/	19.04
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.02
			American Fidelity	13.02
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	62.54
			Group Life Ins and Buy Up	62.45
			Short Term Disability Ins	2.60
			Short Term Disability Ins	2.60
			Short Term Disability Ins	62.63
			Short Term Disability Ins	62.57
		JP MORGAN CHASE BANK	HSA Contribution	86.25
			HSA Family/Dep. Contributi	350.25
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	24.28
			Flex Account	24.28
		HAWK, JIM	MILEAGE REIMB 02/26-03/04/	20.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PHILLIPS, MITCHELL	MILEAGE REIMB 02/26-03/04/	40.99
			TOTAL:	10,765.00
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	56.83
			Dental Insurance Premiums	56.88
			Health Insurance Contribut	64.81
			Health Insurance Contribut	64.97
			Health Insurance Contribut	46.60
			Health Insurance Contribut	46.60
			Health Insurance Contribut	23.76
			Health Insurance Contribut	23.76
			Vision Insurance Contribut	9.77
			Vision Insurance Contribut	9.85
			Vision Insurance Contribut	2.44
			Vision Insurance Contribut	2.44
			Vision Insurance Contribut	10.07
			Vision Insurance Contribut	10.02
		MO DEPT OF REVENUE	State Withholding	302.23
		INTERNAL REVENUE SERVICE	Fed WH	973.47
			FICA	626.87
			Medicare	146.62
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	11.98
			Pre-Paid Legal Premiums	11.98
		ICMA	Retirement 457	76.30
			Loan Repayments	103.61
			Loan Repayments	48.30
			401 Loan Payment	42.21
			Loan Repayments	68.06
			Loan Repayments	103.62
			Retirement Roth IRA	16.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	60.47
			American Fidelity	60.58
			Amerian Fidelity	82.50
			Amerian Fidelity	82.65
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	2.54
			Group Life Ins and Buy Up	2.50
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	48.25
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	40.81
			Texas Life After Tax	40.69
		ONE TIME VENDOR FIRST NATIONAL BANK	01-5560-01	168.27
		WILLIAMS, CARL	05-2660-00	83.55
			TOTAL:	3,633.36
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	133.49
			Dental Insurance Premiums	133.62
			Dental Insurance Premium	22.21
			Dental Insurance Premium	22.21
			Health Insurance Contribut	251.89
			Health Insurance Contribut	251.89
			Health Insurance Contribut	908.44
			Health Insurance Contribut	910.64
			Health Insurance Contribut	1,001.15
			Health Insurance Contribut	1,001.15
			Health Insurance Contribut	178.02
			Health Insurance Contribut	178.02
			Vision Insurance Contribut	9.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	9.87
			Vision Insurance Contribut	2.45
			Vision Insurance Contribut	2.45
			Vision Insurance Contribut	10.06
			Vision Insurance Contribut	10.02
		AMEREN MISSOURI	WELL #2 LK RD 54-59	1,564.83
			SWISS VILLAGE WELL	1,599.04
		ALLIED WASTE SERVICES #435	TRASH SERVICES WATER DEPT	38.74
		RICHARDS, RON	MILEAGE REIMB 02/26-03/04/	91.39
		INTERNAL REVENUE SERVICE	FICA	626.89
			Medicare	146.62
		ICMA	Retirement 401	625.53
		BRIZENDINE, TERRY	MILEAGE REIMB 02/12-02/25/	22.40
			MILEAGE REIMB 02/26-03/04/	8.96
		HINES, STEPHANIE	SAFETY GLOVES	25.76
		AT & T MOBILITY-CELLS	WATER DEPT CELL PHONES	212.66
		DOLLISON, JOE	FUEL REIMB	15.00
		RUBLE, JUSTIN	REIMB WORK BOOTS	199.47
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	2.60
			American Fidelity	2.60
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	37.71
			Group Life Ins and Buy Up	37.71
			Short Term Disability Ins	10.87
			Short Term Disability Ins	10.87
			Short Term Disability Ins	24.46
			Short Term Disability Ins	24.49
		JP MORGAN CHASE BANK	HSA Contribution	48.75
			HSA Family/Dep. Contributi	336.76
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	3.44
			Flex Account	3.44
			TOTAL:	10,758.36
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.29
			Dental Insurance Premiums	74.00
			Health Insurance Contribut	101.65
			Health Insurance Contribut	100.82
			Health Insurance Contribut	33.20
			Health Insurance Contribut	33.20
			Health Insurance Contribut	24.48
			Health Insurance Contribut	24.48
			Vision Insurance Contribut	9.97
			Vision Insurance Contribut	9.90
			Vision Insurance Contribut	3.39
			Vision Insurance Contribut	3.38
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	15.07
		MO DEPT OF REVENUE	State Withholding	465.09
		INTERNAL REVENUE SERVICE	Fed WH	1,557.22
			FICA	977.68
			Medicare	228.66
		ICMA	Retirment 457 &	57.11
			Retirement 457	131.16
			Loan Repayments	93.41
			Loan Repayments	56.78
			401 Loan Payment	73.22
			401 Loan Payment	66.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	12.57
			Retirement Roth IRA	16.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	103.81
			American Fidelity	102.59
			Amerian Fidelity	84.84
			Amerian Fidelity	83.76
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	2.54
			Group Life Ins and Buy Up	2.50
		JP MORGAN CHASE BANK	HSA Contribution	17.50
			HSA Family/Dep. Contributi	23.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.33
			Texas Life After Tax	7.21
			TOTAL:	4,694.29
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	174.51
			Dental Insurance Premiums	173.80
			Dental Insurance Premium	40.98
			Dental Insurance Premium	40.98
			Health Insurance Contribut	465.02
			Health Insurance Contribut	465.02
			Health Insurance Contribut	1,425.06
			Health Insurance Contribut	1,413.25
			Health Insurance Contribut	713.26
			Health Insurance Contribut	713.27
			Health Insurance Contribut	183.42
			Health Insurance Contribut	183.42
			Vision Insurance Contribut	9.99
			Vision Insurance Contribut	9.91
			Vision Insurance Contribut	3.42
			Vision Insurance Contribut	3.42
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	15.09
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,200.06
			GRINDER PUMPS & LIFT STATI	3,070.65
			GRINDER PUMPS & LIFT STATI	4,666.53
		ALLIED WASTE SERVICES #435	TRASH SERVICES SEWER DEPT	38.75
		AMEREN MISSOURI	MALIBU RD 2ND METER	59.02
		INTERNAL REVENUE SERVICE	FICA	977.65
			Medicare	228.63
		ICMA	Retirement 401	856.95
		PEDROLA, TOM	MILEAGE REIMB 02/19-02/25/	50.73
		HINES, STEPHANIE	SAFETY GLOVES	49.99
		AT & T MOBILITY-CELLS	SEWER DEPT CELL PHONES	349.06
		EARP, NATHAN	MILEAGE REIMB 02/19-02/25/	49.28
		STARK, CHAD	MILEAGE REIMB 02/19-02/25/	19.04
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.04
			American Fidelity	13.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	50.63
			Group Life Ins and Buy Up	50.45
			Short Term Disability Ins	2.53
			Short Term Disability Ins	2.53
			Short Term Disability Ins	56.65
			Short Term Disability Ins	56.49
		JP MORGAN CHASE BANK	HSA Contribution	90.00
			HSA Family/Dep. Contributi	362.99
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	3.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Flex Account	3.54
		HAWK, JIM	MILEAGE REIMB 02/26-03/04/	61.48
			TOTAL:	19,432.19
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	63.35
			Dental Insurance Premiums	63.35
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50
			Health Insurance Contribut	60.00
			Health Insurance Contribut	60.00
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		MO DEPT OF REVENUE	State Withholding	397.00
		INTERNAL REVENUE SERVICE	Fed WH	1,136.11
			FICA	752.06
			Medicare	175.90
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	16.95
			Pre-Paid Legal Premiums	16.95
		ICMA	Loan Repayments	62.73
		AFLAC	Aflac Insurance Premiums	18.70
			Aflac Insurance Premiums	18.70
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	2.93
			Aflac Critical Illness Pol	2.93
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	126.27
			American Fidelity	126.27
			Amerian Fidelity	159.20
			Amerian Fidelity	159.20
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	62.20
			Group Life Ins and Buy Up	62.20
		JP MORGAN CHASE BANK	HSA Family/Dep. Contributi	62.50
			TOTAL:	3,721.18
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	148.80
			Dental Insurance Premiums	148.80
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.76
			Health Insurance Contribut	193.76
			Health Insurance Contribut	497.62
			Health Insurance Contribut	497.62
			Health Insurance Contribut	1,289.04
			Health Insurance Contribut	1,289.04
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		INTERNAL REVENUE SERVICE	FICA	752.06
			Medicare	175.90
		ICMA	Retirement 401	582.64
		AT & T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMBULANCE REIMBURSEMENT SYSTEMS INC	FEB AMB BILLING FEES	831.72
		AFLAC GROUP INSURANCE	Aflac Critical Illness Pol	10.42
			Aflac Critical Illness Pol	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	37.46
			Group Life Ins and Buy Up	37.46
			Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	33.00
			Short Term Disability Ins	33.00
		JP MORGAN CHASE BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	300.00
			TOTAL:	7,277.26
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	32.94
			Dental Insurance Premiums	25.34
			Dental Insurance Premiums	7.60
			Health Insurance Contribut	35.50
			Health Insurance Contribut	35.50
			Health Insurance Contribut	20.00
			Health Insurance Contribut	20.00
			Vision Insurance Contribut	10.76
			Vision Insurance Contribut	10.76
			Vision Insurance Contribut	3.01
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.13
		MO DEPT OF REVENUE	State Withholding	71.60
		INTERNAL REVENUE SERVICE	Fed WH	261.66
			FICA	225.86
			Medicare	52.82
		ICMA	Retirment 457 &	122.71
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	24.90
			Amerian Fidelity	24.90
		ONE TIME VENDOR MABRY, DARYL	LC-234	231.07
			TOTAL:	1,219.94
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	77.38
			Dental Insurance Premiums	59.52
			Dental Insurance Premiums	17.86
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	310.02
			Health Insurance Contribut	193.76
			Health Insurance Contribut	116.26
			Health Insurance Contribut	497.62
			Health Insurance Contribut	497.62
			Health Insurance Contribut	429.68
			Health Insurance Contribut	429.68
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.02
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.13
		ALLIED WASTE SERVICES #435	FEB TRASH SERVICE LCF AIRP	56.26
		INTERNAL REVENUE SERVICE	FICA	225.86
			Medicare	52.82
		ICMA	Retirement 401	226.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO PILOTS' ASSOCIATION	STATE AVIATION DAY	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	10.86
			Group Life Ins and Buy Up	6.50
			Group Life Ins and Buy Up	4.36
			Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62
			Short Term Disability Ins	13.20
			Short Term Disability Ins	13.20
		JP MORGAN CHASE BANK	HSA Contribution	60.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	3,619.65
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.41
			Dental Insurance Premiums	12.67
			Dental Insurance Premiums	5.07
			Health Insurance Contribut	20.00
			Health Insurance Contribut	20.00
			Health Insurance Contribut	72.00
			Vision Insurance Contribut	0.75
			Vision Insurance Contribut	0.75
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	45.40
		INTERNAL REVENUE SERVICE	Fed WH	140.44
			FICA	119.82
			Medicare	28.03
		ICMA	Retirment 457 &	81.81
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	21.00
			TOTAL:	609.46
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	FEB UTILITY FEES	35.67
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.42
			Dental Insurance Premiums	29.76
			Dental Insurance Premiums	11.90
			Health Insurance Contribut	77.50
			Health Insurance Contribut	77.50
			Health Insurance Contribut	429.68
			Health Insurance Contribut	429.68
			Health Insurance Contribut	539.46
			Vision Insurance Contribut	0.76
			Vision Insurance Contribut	0.76
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	3.77
		ALLIED WASTE SERVICES #435	FEB TRASH SERVICE GG AIRP	56.26
		INTERNAL REVENUE SERVICE	FICA	119.82
			Medicare	28.03
		ICMA	Retirement 401	118.49
		MO PILOTS' ASSOCIATION	STATE AVIATION DAY	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	15.58
			Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	2.91
			Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	13.20
			Short Term Disability Ins	6.60
		JP MORGAN CHASE BANK	HSA Contribution	15.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	75.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	<u>10.42</u>
			TOTAL:	2,289.15

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

10	General Fund	120,605.50
20	Transportation	16,356.11
30	Water Fund	14,391.72
35	Sewer Fund	24,126.48
40	Ambulance Fund	10,998.44
45	Lee C. Fine Airport Fund	4,839.59
47	Grand Glaize Airport Fund	2,898.61
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	GRAND TOTAL:	194,216.45
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	CENTER FOR MUNICIPAL SOLUTIONS	5715 HWY 54 FIBER T-MOBILE	1,700.00
			OTIS DR TRAILS END T-MOBIL	1,700.00
			LAKE RD FIBER T-MOBILE	1,700.00
			1170 BLUFF DR SPRINT	275.00
			TOTAL:	5,375.00
City Clerk	General Fund	MILLER CO CLERK MO DEPT OF REVENUE	APRIL 8, 2014 ELECTIONS	387.01
			FEB TAX REPORT	70.00
			TOTAL:	457.01
City Treasurer	General Fund	NATIONAL SEMINAR GROUP STAPLES ADVANTAGE	TRAINING P SHCRANZ	199.00
			TONER	101.68
			TOTAL:	300.68
Municipal Court	General Fund	WASHBURN, WILLIAM F STAPLES ADVANTAGE	MAR MUNICIPAL COURT JUDGE	1,763.17
			LASER FAX	127.99
			TOTAL:	1,891.16
City Attorney	General Fund	WEST	INFORMATION CHARGES	249.52
			TOTAL:	249.52
Building Inspection	General Fund	FLEET ONE  PRECISION AUTO & TIRE SERVICE LLC	BLDG DEPT FUEL	48.12
			BLDG DEPT FUEL	51.83
			HUB ASSMBLY, WHL BEARING B	865.31
			TOTAL:	965.26
Building Maintenance	General Fund	LAKE SUN LEADER 81525 & 1586450  PRAIRIEFIRE COFFEE & ROASTERS  CULLIGAN LAKE OF THE OZARKS AB PEST CONTROL KEEPING CONDOS CLEAN  BANKCARD CENTER 2268  EZARD'S	CITY HALL SIDEWLK & CURB B	234.00
			CITY HALL LANDSCAPE BID	144.00
			COFFEE, HOT COCO	102.75
			SWEETNER	30.50
			WATER COOLER RENTAL	38.51
			WATER SALT	62.56
			PEST CONTROL	75.00
			MAR JANITORIAL SERV	1,541.67
			CLEAN REFRIGERATOR	60.00
			ELEC LEVEL, CASE	118.38
			HUMIDIFIER FILTER	19.97
			OUTLET MTL	13.99
			BULBS	17.48
			TOTAL:	2,458.81
Parks	General Fund	MEEKS BUILDING CENTER  FLEET ONE  O'REILLY AUTOMOTIVE STORES INC  CARD SERVICES 4091 EZARD'S SOUTHTOWN GRAPHIX	QUICK LINKS, TURNBKLES	11.16
			REBAR TIE	3.79
			HAND TOOL	17.88
			PARKS FUEL	180.67
			PARKS FUEL	67.61
			BATTERIES	8.99
			BATTERY	5.79
			BATTERY	49.89
			T LEIGH WORK BOOTS	174.99
			RED MARKING SPRAY, FASTENE	8.65
			SIGNS, MOUNTING	156.00
			TOTAL:	685.42
Human Resources	General Fund	BANKCARD CENTER 3333 CAMDEN COUNTY HEALTH DEPARTMENT	SERVICE AWARDS	333.85
			VACCINATIONS	55.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANKCARD CENTER 0833	DEFFENBAUGH RETIREMENT	275.00
			DEFFENBAUGH GIFT	<u>427.95</u>
			TOTAL:	1,091.80
Overhead	General Fund	XEROX CORPORATION	FEB BASE CHARGE CH	547.32
		PITNEY BOWES INC	E-Z SEAL	50.14
		KANSAS CITY SERIES OF LOCKTON COMPANIE	NOTARY BOND - C WILCOX	40.00
			NOTARY BOND - S CALLAHAN	40.00
			NOTARY BOND - K LOVELESS	<u>40.00</u>
			TOTAL:	717.46
Police	General Fund	XEROX CORPORATION	FEB BASE CHARGE PD	132.73
		FLEET ONE	PUBLIC SAFETY FUEL	1,187.13
			PUBLIC SAFETY CAR WASH	60.00
			PUBLIC SAFETY FUEL	1,316.10
			PUBLIC SAFETY CAR WASH	26.00
		SUN BADGE CO	BADGES	185.25
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	10.38
		LAKE CLEANERS	DARREN THE LION	5.00
			UNIFORM CLEANING	385.50
		CAMDEN COUNTY SHERIFF'S OFFICE	BOARDING PRISONER	225.00
		DIGITAL ALLY	4 GB COMPACT FLASH CARDS	298.00
		HEDRICK MOTIV WERKS LLC	OIL CHG PD 18	65.00
			OIL CHG PD 31	32.50
			OIL CHG PD 25	65.00
			REPAIR THERM & SWAY BAR PD	227.23
			OIL CHG PD 30	65.00
			OIL CHG PD17	32.50
			OIL CHG PD15	65.00
		SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	182.88
		MISSOURI NARCOTIC OFFICERS ASSOCIATION	TRAINING REGISTRATION	750.00
		EZARD'S	KEYS	<u>15.90</u>
			TOTAL:	5,332.10
911 Center	General Fund	WIRELESS USA INC	REPLACE DISPLAY	291.80
		LAKE EMBROIDERY BY DESIGN	UNIFORMS	74.00
		CENTRAL COMMUNICATIONS	CHECKED UPS BATTERIES	181.00
		BANKCARD CENTER 0833	HEADSETS	625.90
			MOAPCO-MONENA CONF	<u>189.00</u>
			TOTAL:	1,361.70
Information Technology	General Fund	DELL MARKETING LP	DATA PROTECTION SOFTWARE	<u>7,195.00</u>
			TOTAL:	7,195.00
Transportation	Transportation	MARK'S MOBILE GLASS, INC	BACKHOE DOOR GLASS	81.95
		FLEET ONE	TRANS FUEL	665.54
			ENG FUEL- TRAN	16.14
			TRANS FUEL	1,426.14
			ENG FUEL- TRAN	35.52
		ALLEN SURVEYING INC	CORAL LANE PROJECT	800.00
		NORTHERN SAFETY CO INC	BANDAGES, COLD & SINUS, IB	20.94
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREZ, MOTOR OIL, BRAKE	66.70
			CONNECTOR, ADAPTER	12.98
			FUSE	3.29
			FLOORMATS	30.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SUGAR	34.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COOLER RENTAL	35.00
		CROWN POWER & EQUIPMENT	CAB GLASS	242.00
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #57	41.95
		KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	97.22
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	39.46
			STREET DEPT FLOOR MATS	7.20
			STREET DEPT UNIFORMS	39.46
			STREET DEPT FLOOR MATS	7.20
		SHAFER, KLINE & WARREN INC	SIDEWALK IMPROVEMENTS	3,485.45
		EZARD'S	SHOVEL, LAWN & GARDEN SUPP	46.52
			ELECT TAPE	0.79
			ALL PLASTICS BONDING SYS	4.99
			ECHO POWER EQUIP	3.38
			BRASS NOZZLE	5.99
			FASTENERS	0.94
		EZARD'S	GLOVES, HAND TRWL & CULTVT	7.32
		STAPLES ADVANTAGE	WASTE LNRS, CPY PPR, WIPES	34.93
		MEYER ELECTRIC CO INC	OB PKWY & NICHOLS GREEN LE	1,030.85
			OB PKWY & JEFFRIES ST LT B	945.80
			TOTAL:	9,271.42
Water	Water Fund	USA BLUE BOOK	LMI PO FEED PUMP P041-459S	362.88
		EZARD'S	TURNBLK, S HOOKS	7.17
			TAPE, WIRE CONN, ELEC SUPP	45.59
			KEYS	1.59
			SHOVEL, ORANGE SAFETY SPRA	23.48
			LITH BATTERY, FASTENERS	5.37
		FLEET ONE	WATER FUEL	330.97
			ENG FUEL - WATER	16.14
			WATER FUEL	267.54
			ENG FUEL - WATER	35.52
		MO WATER & WASTEWATER CNF	ANNUAL DUES	75.00
		SCHULTE SUPPLY INC	WATER METERS	15,456.00
			RATCHET WRENCH	74.95
		NORTHERN SAFETY CO INC	BANDAGES, COLD & SINUS, IB	20.94
		O'REILLY AUTOMOTIVE STORES INC	FLOORMATS	30.99
		POSTMASTER	UTILITY BILL POSTAGE	415.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SUGAR	34.78
		HD SUPPLY WATERWORKS LTD	IP BRS SAD	101.78
			CPLG	72.83
			BRS SAD, CORP CCXPJ(CTS)	233.92
		PRECISION AUTO & TIRE SERVICE LLC	06 SILVERADO HEATER REPAIR	60.00
			OIL CHNG #56	61.90
		KEEPING CONDOS CLEAN	WATER JANITORIAL SERV	97.22
		UNITED STATES PLASTIC CORP	55 GAL VERTICAL TANK	185.76
			MALE CONNECTORS	18.66
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	24.11
			WATER DEPT FLOOR MATS	7.20
			WATER DEPT UNIFORMS	24.11
			WATER DEPT FLOOR MATS	7.20
		EZARD'S	GLOVES, HAND TRWL & CULTVT	7.32
		KIRK NICKELS DBA	UTILITY BILLS	568.32
		STAPLES ADVANTAGE	WASTE LNRS, CPY PPR, WIPES	34.92
		HULETT CHEVROLET-BUICK-GMC INC	HEATER REPAIR 06 SILVERADO	367.21
			TOTAL:	19,076.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
Sewer	Sewer Fund	RIBACK SUPPLY CO	PVC, RECP BLADES	40.40			
			CABLE TIES	8.38			
		AMOS SEPTIC SERVICE INC EZARD'S	PUMPING LIFT STATIONS	575.00			
			LITH BATTERY	4.29			
			PHOTOELECTRIC CNTRL, CAULK	37.46			
			QUIKRETE, WIPING CLOTHS	11.49			
			FASTENERS, NO FLASH CLEANE	67.57			
			UTILITY BOX	6.49			
			LITH BATTERY	4.29			
			BALL VALVES	47.99			
			BATTERIES, UTILITY BOX	18.95			
			INSERT, WOOD BIT	7.28			
		FLEET ONE	CABLE TIES, FASTENERS	60.76			
			LITH BATTTRY, FASTENERS	5.38			
			SEWER FUEL	174.96			
			ENG FUEL - SEWER	16.14			
			SEWER FUEL	434.07			
			ENG FUEL - SEWER	35.53			
			MO WATER & WASTEWATER CNF	ANNUAL DUES	45.00		
			EVOQUA WATER TECHNOLOGIES LLC	ODOPHOS	8,154.90		
			NORTHERN SAFETY CO INC	BANDAGES, COLD & SINUS, IB	20.94		
			O'REILLY AUTOMOTIVE STORES INC	ALTERNATOR	149.57		
		CONSOLIDATED ELECTRICAL DISTR, INC POSTMASTER	FLOORMATS	30.99			
			500 FT TAPE MEASURE	80.00			
			UTILITY BILL POSTAGE	415.00			
			PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, SUGAR	34.79		
			BIG O TIRES AND SERVICE CENTERS	TRAILER TIRES	553.55		
			KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	97.22		
			UNIFIRST CORPORATION	SEWER DEPT UNIFORMS	39.83		
				SEWER DEPT FLOOR MATS	7.20		
				SEWER DEPT UNIFORMS	39.83		
				SEWER DEPT FLOOR MATS	7.20		
		EZARD'S KIRK NICKELS DBA STAPLES ADVANTAGE LAKE OZARK ENVIRONMENTAL LLC	GLOVES, HAND TRWL & CULTVT	7.32			
			UTILITY BILLS	568.32			
			WASTE LNRS, CPY PPR, WIPES	34.92			
			FECAL WW SAMPLE	25.00			
			TOTAL:	11,868.01			
			Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL	61.35
						AMB FUEL	91.76
		BOUND TREE MEDICAL LLC			MEDICAL SUPPLIES	373.61	
					MEDICAL SUPPLIES	154.62	
		ROBERT D KING MD LLC			MAR MEDICAL DIRECTOR SERV	1,000.00	
		LAKE REGIONAL PHARMACY			MEDICAL SUPPLIES	125.89	
TOTAL:	1,807.23						
Lee C. Fine Airport	Lee C. Fine Airpor	FLEET ONE			LCF FUEL	66.99	
			SATELLITE EQUIP CONN FEE	46.00			
		NAEGLER OIL CO	JET A FUEL	20,181.39			
		O'REILLY AUTOMOTIVE STORES INC	BATTERY	104.26			
		O'REILLY AUTOMOTIVE STORES INC	STARTER	166.74			
		UNIV JOINT, RATCHET	22.98				
		TOTAL:	20,588.36				
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	SATELLITE EQUIP CONN FEE	46.00			
		EZARD'S	CABLE TIES, SAFETY ORANGE	26.97			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STORES INC	SPRK PLGS, OIL, FILTERS	<u>85.20</u>
			TOTAL:	158.17

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

10	General Fund	28,080.92
20	Transportation	9,271.42
30	Water Fund	19,076.37
35	Sewer Fund	11,868.01
40	Ambulance Fund	1,807.23
45	Lee C. Fine Airport Fund	20,588.36
47	Grand Glaize Airport Fund	158.17

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GRAND TOTAL: 90,850.48  
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BILL NO. 14-07

ORDINANCE NO. 14.07

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 600.120.C.1 AND REPLACING IT WITH A NEW SECTION 600.120.C.1 TO AUTHORIZE THE CITY CLERK TO ISSUE TO THOSE ORGANIZATIONS HOLDING A CURRENT LICENSE FOR SALE OF LIQUOR BY THE DRINK A CATERER'S LICENSE NOT TO EXCEED 7 DAYS IN DURATION.

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

Section 1. Section 600.120.C.1 110.10 *Temporary Permit For Sale By Drink--Certain Organizations* of the Code of Ordinances of the City of Osage Beach is hereby repealed.

Section 2. There is hereby enacted a new sub Section 600.120.C.1 of the Code of ordinances as follows:

C. *Temporary Permit For Sale By Drink--Certain Organizations.*

1. The City Clerk may issue a permit:

a. for the sale of intoxicating liquor and non-intoxicating beer for consumption on premises where sold to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for sale at a picnic, bazaar, fair or similar gathering, or

b. under section 600.150 C, or section 600.155 to any person holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises.

c. the permits issued under subparts a and b immediately above shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days.

Section 3. Severability

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

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or

penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: March 6, 2014 READ SECOND TIME: \_\_\_\_\_

I hereby certify that Ordinance No. 14.07 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. 14.07.

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

ATTEST:

\_\_\_\_\_  
Date

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

**Submission Date:** March 4, 2014

**Submitted By:** City Attorney

**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-08 – To amend our Municipal Code to create to a new Subpart 5, added into Section 125.030.C to conform to State statutes permitting political activity by emergency service “First Responders”.

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

City and Ambulance and Police Department Staff

**Why is Board Action Required?**

Board action is required to amend an ordinance.

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

Request first reading of Bill 14-08.

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

No.

**Department Comments:**

Recommend adoption. This ordinance is designed to bring our Municipal Code into compliance with State Law as required by Section 71.010 R.S.Mo.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

BILL NO. 14-08

ORDINANCE NO. 14.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, CREATING A NEW SUBPART 5, ADDED INTO SECTION 125.030 C TO CONFORM TO STATE STATUTES PERMITTING POLITICAL ACTIVITY BY EMERGENCY SERVICE “FIRST RESPONDERS”

WHEREAS, Section 67.145 of the Statutes of the State of Missouri was enacted into law by the 2013 General Assembly of the State of Missouri specifically protects the political activity of emergency service first responders while off duty; and,

WHEREAS, the Board of Aldermen hereby finds the ordinances of the City must, pursuant to Section 71.010 Revised Statutes of Missouri, be in conformance with state law; and,

WHEREAS, the Board of Aldermen conclude that an amendment to the ordinances of the City is necessary and proper:

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

Section 1 That a new sub part 5 of Section 125.030 C of the Osage Beach Municipal Code of Ordinances be and is hereby enacted as follows:

Sec. 125.030 C 5. Political Activity of First Responders

Nothing in the foregoing subparts 1 through 4 of this Section 125.030.C shall prohibit any “First Responder” defined as any person trained and authorized by law or rule to render emergency medical assistance or treatment. including, but not limited to, emergency first responders, police officers, ambulance attendants and attendant drivers, emergency medical technicians, mobile emergency medical technicians, emergency medical technician-paramedics, registered nurses or physicians from engaging in any political activity while off duty and not in uniform, from being a candidate for elected or appointed public office, or from holding such office unless such political activity or candidacy is otherwise prohibited by state or federal law. In any situation where there is a conflict between this subpart and subparts 1 through 4 as applied to a “First Responder” this section shall control. In all other situations subparts 1 through 4 shall remain in full force and effect.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same

would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

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

I hereby certify that Ordinance No.14.08 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.14.08.

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

ATTEST:

\_\_\_\_\_  
Date

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

**Submission Date:** March 4, 2014

**Submitted By:** City Attorney

**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-09 – To amend our Municipal Code to create a Section 115.120 E to comply with a new Missouri Statute Section 106.273 governing the termination of an appointed Police Chief.

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

City and Police Department Staff

**Why is Board Action Required?**

Board action is required to amend an ordinance.

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

Request first reading of Bill 14-09.

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

No.

**Department Comments:**

Recommend adoption. Bill 14-09 is designed to bring our ordinances into compliance with State Law as required by Section 71.010 R.S.Mo.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

BILL NO. 14-09

ORDINANCE NO. 14.09

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 115.120, REMOVAL OF OFFICER, BY ADDING A NEW SUBPART E, TO COMPLY WITH MISSOURI STATUTES REGARDING TERMINATION OF A POLICE CHIEF

**WHEREAS**, The Missouri General Assembly has passed and the Governor signed House Bill 307 from the 2013 Regular Session of the General Assembly which created a new statute Section 106.273 which enacted changes to the authority of the City to remove the Police Chief; and,

**WHEREAS**, the Board of Aldermen hereby finds the ordinances of the City must, pursuant to Section 71.010 Revised Statutes of Missouri, be in conformance with state law; and,

**WHEREAS**, the Board of Aldermen conclude that an amendment to the ordinances of the City is necessary and proper:

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

Section 1. That Section 115.120, Removal of Officer of the Osage Beach Code of Ordinances be amended to add a new subsection "E" to read as follows:

Section 115.120 E: Termination of Chief of Police.

1. Termination of the Chief of Police shall be subject to the following definitions and procedure:
2. For the purposes of this section, the following terms shall mean:

(1) "Chief" shall mean the Chief of Police appointed pursuant to Section 200.030 of this code.

(2) "Just cause", exists when a chief:

- (a) Is unable to perform his or her duties with reasonable competence or reasonable safety as a result of a mental condition, including alcohol or substance abuse;
- (b) Has committed any act, while engaged in the performance of his or her duties, that constitutes a reckless disregard for the safety of the public or another law enforcement officer;
- (c) Has caused a material fact to be misrepresented for any improper or unlawful purpose;
- (d) Acts in a manner for the sole purpose of furthering his or her self-interest or in a manner inconsistent with the interests of the public or the city;
- (e) Has been found to have violated any law, statute, or ordinance which constitutes a felony; or
- (f) Has been deemed insubordinate or found to be in violation of a written established policy, unless such claimed insubordination or violation of a written established policy was a violation of any federal or state law or local ordinance.

3. A chief shall be subject to removal from office or employment if:

- (1) The Board of Aldermen issues a written notice to the chief no fewer than ten business days prior to the meeting at which his or her removal will be considered;
- (2) The chief has been given written notice as to the Board of Aldermen's intent to remove him or her. Such notice shall include:
  - (a) Charges specifying just cause for which removal is sought;
  - (b) A statement of facts that are alleged to constitute just cause for the chief's removal; and
  - (c) The date, time, and location of the meeting at which the chief's removal will be considered;
- (3) The chief is given an opportunity to be heard before the Board of Aldermen, together with any witnesses, evidence and counsel of his or her choosing; and
- (4) The Board of Aldermen, by two-thirds majority vote, finds just cause for removing the chief.

4. Upon the satisfaction of the removal procedure under subsection 3 of this section, the chief shall be immediately removed from his or her office, shall be relieved of all duties and responsibilities of said office, and shall be entitled to no further compensation or benefits not already earned, accrued, or agreed upon.

5. After removal the Chief shall be issued a written notice of the grounds of his or her removal within fourteen calendar days of the removal.

### Section 3. Severability

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

### Section 4. Repeal of Ordinances not to affect liabilities, etc.

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

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

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

I hereby certify that Ordinance No.14.09 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

\_\_\_\_\_

Diann Warner, City Clerk

I hereby approve Ordinance No.14.09.

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

ATTEST:

\_\_\_\_\_  
Date

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

**Submission Date:** March 13, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-10 - To allow the Mayor to sign Supplemental Agreement No. 1 with Crawford Murphy and Tilly for land acquisition services.

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

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

**Why is Board Action Required?**

Board approval required for ordinances

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

Request first and second readings of Bill 14-10.

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

This needs to be completed to finalize the land acquisitions.

**Budget Line / Source of Funds**

47-00-773105 – Land Purchase

**Comments and Recommendation of Department:**

This supplemental agreement is for additional land services at Grand Glaize Airport. An appraisal was required by MoDOT that was not originally anticipated to complete the acquisition. Title opinions were also required in this project. MoDOT will be reimbursing us 90 % of this work.

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

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Public Works Director.

**Due to the vast number of drawings and exhibits, they were not included in the packet. However, they are available in the Public Works Director's office should any of the Board members wish to review them prior to the meeting.**

BILL NO. 14-10

ORDINANCE NO. 14.10

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 WITH CRAWFORD, MURPHY & TILLY, INC. FOR LAND ACQUISITION SERVICES AT THE GRAND GLAIZE AIRPORT

WHEREAS, the City of Osage Beach and Crawford, Murphy & Tilly, Inc. entered into an agreement on July 1, 2013 to accomplish a project at the Grand Glaize Airport; and

WHEREAS, the City and Crawford, Murphy & Tilly, Inc. now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement and Supplemental Agreement No. 1 as provided herein.

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 Supplemental Agreement No. 1 with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed ten thousand one hundred fifteen dollars (\$10,115.00).

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

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

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

I hereby certify that the above Ordinance No. 14.10 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. 14.10.

\_\_\_\_\_  
Date

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

ATTEST:

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

Airport Name: Grand Glaize-Osage Beach

Project No.: 13-045A-1

County: Camden

### AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Osage Beach, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on July 1<sup>st</sup>, 2013, to accomplish a project at the Grand Glaize-Osage Beach Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The cost plus fixed fee and maximum amount payable included in Section (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee			
Max. Fee Payable	\$13,600	\$10,115.00	\$23,715.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 180 calendar days. The projected completion date shown on Exhibit VI is now revised to September 1<sup>st</sup>, 2014, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

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

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Moore and Shryock, LLC	609 E. Broadway, Columbia. MO 65201 (573) 874-1207	Property Appraisal
Phillips & McElyea Land Title	85 Court Circle NW Camdenton, MO 65020 (573) 346-7231	Title Services (in lieu of Chalfant & Tompkins, per the original agreement)

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT

SPONSOR

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT II - SA1**  
**OUT OF SCOPE SERVICES**

**Background**

A professional services agreement was entered on 18<sup>th</sup> June 2013 between the consultant and the Sponsor to provide Land Acquisition related planning services for the acquisition of two (2) parcels. The first parcel was a restaurant located in the Runway Protection Zone (RPZ) to Runway 14. The second parcel is a privately owned hangar located on adjacent property that currently provides through-the-fence access to the Airport. Below is the list of Task items included in original scope of work. If additional costs have been incurred, those items are explained within each task that it was incurred.

**Task 1.0 Project Formulation**

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

Additional time and effort was spent coordinating with MoDOT and the Sponsor negotiating the necessary scope of items needed to complete the project.

**Task 2.0 Land Acquisition Items**

**Task 2.1 Property Surveys**

No additional effort incurred.

**Task 2.2 Title research / Title Opinion**

The original scope and cost “estimated” the title research/title opinion services necessary for the project to be a total of \$700. However, actual direct expenses incurred were \$1,600, leaving a difference of \$900 which is included in this amendment.

**Task 2.3 Phase I Environmental Site Assessment**

No additional effort incurred.

**Task 2.4 Land Acquisition Services**

A new appraisal on the privately owned hangar to estimate just compensation was requested by MoDOT to further document highest and best use and comparable sales. This was necessary to show compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

**Task 3.0 Special Services**

**Task 3.1 ALD Update**

No additional effort incurred

**Task 3.2 Update Airport Property Map**

No additional effort incurred

**Task 4.0 Project Management**

**Task 4.1 Project Progress Reports**

No additional effort incurred.

**Task 4.2 Project Administration**

Additional effort was incurred with managing the project as an additional sub consultant was introduced to the project. In addition, it took significantly more effort to coordinate with the title company to receive the title opinions for each parcel.

**EXHIBIT IV - SA1****DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)****EXHIBIT V - SA1****ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN**

## EXHIBIT IV

## DERIVATION OF CONSULTANT PROJECT COSTS

GRAND GLAIZE-OSAGE BEACH AIRPORT  
OSAGE BEACH, MISSOURI

## OUT OF SCOPE SERVICES - LAND ACQUISITION

February 3, 2014

1

**DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Principal	0	72.16	\$0.00
Senior Project Manager	0	54.54	\$0.00
Project Manager	0	42.92	\$0.00
Senior Engineer	0	33.10	\$0.00
Engineer	0	27.57	\$0.00
Senior Planner	40	31.48	\$1,259.20
Planner	8	23.28	\$186.24
Registered Land Surveyor	0	37.20	\$0.00
Senior Technician	0	32.76	\$0.00
Technician	0	24.70	\$0.00
Clerk/Secretary	0	18.78	\$0.00
	<u>48</u>		

Total Direct Salary Costs = \$1,445.44

2

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 145.03 % = \$2,096.32

3

**SUBTOTAL:**

Items 1 and 2 = \$3,541.76

4

**PROFIT:**

15 % of Item 3 Subtotal = \$531.00

Subtotal = \$4,072.76

5

**OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	\$0.56 / Mile =	\$0.00
b. Meals	0 Days @	\$41.00 / Day =	\$0.00
c. Motel	0 Nights @	\$77.00 / Night =	\$0.00
d. Printing and Shipping		=	\$17.40

Total Out-of-Pocket Expenses = \$17.40 Not to Exceed

6

**SUBCONTRACT COSTS:**

Title Research and Title Opinion	=	\$900.00
Property Appraisal (Hangar)	=	\$5,125.00
	=	

7

**MAXIMUM TOTAL FEE:**

= \$6,025.00 Not to Exceed

Items 1, 2, 3, 4, 5 and 6 = \$10,115.16

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

**OUT OF SCOPE SERVICES  
LAND ACQUISITION**

February 2, 2014

Classification: Gross Hourly Rate:	Principal \$203.34	Senior Project Manager \$153.69	Project Manager \$120.94	Senior Engineer \$93.27	Engineer \$77.69	Senior Planner \$88.71	Planner \$65.60	Registered Land Surveyor \$107.53	Senior Technician \$92.31	Technician \$69.60	Clerk/ Secretary \$52.92	Other Costs
<b>A. BASIC SERVICES</b>												
1. Preliminary Phase:	0	0	0	0	0	0	0	0	0	0	0	(1, 2, 3, 4, 5)
Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART A SUBTOTAL = \$0.00</b>												
<b>B. SPECIAL SERVICES</b>												
1.0. Project Formulation												
1.1 Scope, Cost & Schedule						8	2					
2.0. Land Acquisition Items												
2.1 Property Survey												
2.2 Title Research / Title Opinion						8	2					
2.3 Phase I Environmental Site Assessment												
2.4 Land Acquisition Services						16	4					
3.0. Special Services												
3.1 ALD Update												
3.2 Update Airport Property Map												
4.0. Project Management												
4.1 Project Progress Reports												
4.2 Project Administration						8						
Total hours =	48	0	0	0	0	40	8	0	0	0	0	(1, 2, 3, 4, 5)
Total =	\$10,115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,548.23	\$524.80	\$0.00	\$0.00	\$0.00	\$0.00	\$6,042.40
<b>PART B SUBTOTAL = \$10,115.00</b>												
<b>GRAND TOTAL = \$10,115.00</b>												

Exhibit V-1

Exhibit V-1

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

June 24, 2013

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

Dear Ms. Taylor

**Re: CMT File: 134860100  
Grand Glaize-Osage Beach Airport  
Land Acquisition**

This will confirm our acceptance of your proposal for providing us professional services on the above project. Acceptance of your proposal is contingent upon your acceptance of the following conditions related to the performance of your services, including Attachment A, Required Federal Clauses for Professional Services Contracts.

**General**

Crawford, Murphy & Tilly, Inc. (CMT) has entered into a contract (Prime Agreement) with the City of Osage Beach to provide engineering services to coordinate a land acquisition. It is the desire of CMT to subcontract a portion of these services to Phillips & McElyea Land Title, Inc. (Phillips & McElyea) as provided in your proposal and this letter of acceptance.

**Scope of Work**

Phillips & McElyea will be responsible for pulling deeds and documents of record, research and title commitment sufficient for purchase of parcel identified in Attachment B and the delivery of up to two (2) title records. As an option, CMT may choose to have Phillips & McElyea: supply closing documents/services and title insurance for parcels identified in Attachment B, produce a preliminary title opinion of existing airport property indicating interest is sufficient for operation of an airport. Costs for these items were outlined and clarified in correspondence dated May 30, 2013 (Attachment B). Parcel 1 & 2 are depicted in Attachment C

**Responsibility of Phillips & McElyea Land Title, Inc**

Phillips & McElyea will be responsible for the professional quality, technical accuracy, and the coordination of all investigations, designs, drawings, specifications, and other services furnished by Phillips & McElyea under this contract. In providing services under this agreement, Phillips & McElyea will, without additional compensation, correct or revise any errors or deficiencies in its investigations, designs, drawings, specifications and other services.

Review, approval or acceptance of, nor payment for, the services required under this contract by CMT or the City will be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and Phillips & McElyea will be and remain liable to CMT and the City Airport in accordance with applicable law for all damages to CMT and the City and caused Phillips & McElyea's negligent performance of any of the services furnished under this contract.

Phillips & McElyea will collaborate with CMT in connection with the project and will be bound to perform the professional title research services as outlined in this agreement for CMT in the same manner and to the extent that CMT is bound by the contract between CMT and the City to perform such services for Grand Glaize-Osage Beach Airport. All of Phillips & McElyea's communications with the City will be

through or with the knowledge of CMT. Phillips & McElyea will comply with the requirements of the contract between CMT and the City when such requirements are applicable to subcontracts entered into by CMT. These requirements include, but are not limited to, policy on Equal Employment Opportunity and Safety and Security Procedures.

**Standard of Care**

Phillips & McElyea will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of Phillips & McElyea's profession currently practicing under similar circumstances in the same or similar locality.

**Independent Contractor**

Phillips & McElyea undertakes performance of the services as an independent contractor and will be wholly responsible for the methods of performance. Phillips & McElyea has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that Phillips & McElyea hires to perform or assist in performing the services hereunder.

Phillips & McElyea is solely responsible for (a) payment of wages, benefits, and other compensation to or for its employees, (b) payment of applicable payroll, unemployment, and other taxes and withholding of applicable social security (FICA) and income taxes with respect to its employees, and (c) compliance with applicable Workers' Compensation laws with respect to maintenance of workers' compensation and employer's liability insurance coverages.

**Licensure**

Phillips & McElyea represents that it is properly licensed, registered, and/or otherwise authorized as required by any federal, state, or municipal law, to perform Services under this agreement Phillips & McElyea will maintain any and all licensures, registrations, and/or other authorizations required by any federal, state, or municipal law during Phillips & McElyea's performance under this agreement.

**Assignments**

Neither CMT nor Phillips & McElyea will assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Phillips & McElyea may assign its rights to payment without CMT's consent. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Certification of Drawings and Other Documents**

Phillips & McElyea or its duly authorized representative will sign the original tracings of all drawings and the first page of all specifications, estimates, or similar documents prepared by Phillips & McElyea under Phillips & McElyea's printed name and over the affixed replica of the authorized representative's professional seal or the authorized representative's registration certificate number, including the State or jurisdiction of issuance.

**Ownership of Documents**

All documents, including, but not limited to, drawings, specifications, computer software and other such instruments of service prepared by Phillips & McElyea pursuant to this Agreement, whether completed or in progress, are the property of CMT. Ownership will transfer to the City if or as required by the Prime Agreement. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Phillips & McElyea.

**Third Party Rights**

The services provided for in this Agreement are for the sole use and benefit of, and nothing in this Agreement will be construed to give any rights or benefits to, anyone other than the City, CMT, and Phillips & McElyea.

**Insurance**

Phillips & McElyea will procure and maintain such insurance to protect it from claims under workmen's compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claim, arising out of performance of professional services caused by an error, omission or negligent act for which it is legally liable. Phillips & McElyea's insurance coverage will provide \$2,000,000 general liability, \$2,000,000 for professional liability and \$1,000,000 for auto liability.

Phillips & McElyea will furnish certificates of insurance to CMT showing the amount and types of insurance.

Please furnish certificates of insurance confirming the amounts of coverage and deductible for the following types of insurance:

- Workers Compensation
- Comprehensive General Liability
- Professional Liability
- Automobile-Personal Injury and Property Damage
- Umbrella Coverage

**Compliance With Laws**

In performance of the Services, Phillips & McElyea will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. Phillips & McElyea will procure the permits, certificates, and licenses necessary to allow Phillips & McElyea to perform the Services. Phillips & McElyea will not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Phillips & McElyea in its scope of services.

**Equal Employment Opportunity and Federal Clauses for Professional Services**

During the performance of this contract, Phillips & McElyea for itself, its assignees and successors in interest, agrees that services will be performed in compliance with Federal Clauses, including the EEO provisions, described in Attachment A. Where the term 'contractor', 'subcontractor' and/or 'consultant' is used, it is understood that these are requirements that Phillips & McElyea has accepted as part of this agreement.

**Indemnification**

To the fullest extent permitted by law, Phillips & McElyea will hold harmless and indemnify CMT from and against all damages, losses, expenses and attorney's fees, arising out of or resulting from performance of the work, provided that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of property including loss of use resulting therefrom, but only to the extent caused by negligent acts, errors or omissions of Phillips & McElyea, its agents or anyone directly or indirectly employed by them, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

These indemnities will not be limited by the listing of any insurance coverage. If any negligent acts, errors and/or omissions are made by Phillips & McElyea in any phase of the work under this agreement, the correction of which may require additional field or office work, Phillips & McElyea will be promptly notified

and will be required to perform such additional work as may be necessary to correct these negligent acts, errors and/or omissions without undue delay and without additional cost to the Owner.

Phillips & McElyea will be responsible for any damages incurred as a result of its negligent acts, errors and/or omissions and for any losses or cost to repair or remedy construction as a result of its negligent acts, errors and/or omissions.

### **Disputes**

In the event of a dispute between CMT and Phillips & McElyea arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties will continue diligently to fulfill its respective obligations hereunder.

### **Termination and Suspension**

This Agreement will terminate automatically upon termination of the Prime Agreement. CMT will promptly notify Phillips & McElyea of such termination.

CMT may terminate or suspend performance of all or any part of this Agreement for CMT's convenience upon written notice to Phillips & McElyea. Upon receipt of notice, Phillips & McElyea will terminate or suspend performance of the Services on a schedule acceptable to CMT. Phillips & McElyea's sole remedy will be payment for services performed in accordance with this Agreement up to the effective date of termination or suspension.

CMT may terminate this Agreement upon written notice in the event of substantial failure by Phillips & McElyea to perform in accordance with this Agreement; provided, however, Phillips & McElyea will have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to CMT. In the event of such termination, CMT may complete the services as CMT deems appropriate, withholding any further payment to Phillips & McElyea until the services have been completed. If the unpaid balance of Phillips & McElyea's compensation earned to the date of termination exceeds all costs, losses, and damages (direct, indirect, and consequential) sustained by CMT arising out of or resulting from Phillips & McElyea's termination and CMT's completion of the services, such excess will be paid to Phillips & McElyea. If such costs, losses, and damages exceed such unpaid balance, Phillips & McElyea will pay the difference to CMT.

Phillips & McElyea may terminate this Agreement upon written notice in the event of substantial failure by CMT to perform in accordance with this Agreement; provided, however, CMT will have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to Phillips & McElyea. In the event of termination, CMT will pay Phillips & McElyea for services performed in accordance with this Agreement to the date of termination.

Throughout the term of this Agreement, Phillips & McElyea will maintain, in legible and organized form, all information, work papers, and design calculations relating to the services. Upon termination of this Agreement for any reason, Phillips & McElyea will promptly provide same to CMT, along with all documents or other instruments of service, whether completed or in progress, that have been prepared or furnished by Phillips & McElyea in the performance of the services hereunder, and reasonably cooperate

with CMT and/or any replacement Subconsultant to facilitate transfer of Phillips & McElyea's responsibilities hereunder.

### **Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the particular portion or provision held to be void. CMT and Phillips & McElyea further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article will not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### **Schedule**

Upon being issued a Notice to Proceed, Phillips & McElyea will proceed in a timely manner and provide the work items as directed by the City within 14 business days of receipt of this agreement.

### **Payment**

Payment for services outlined in your proposal will be in a Cost-Plus-Fixed Fee format for the various services shown in Attachment B. The total payment for all services will not exceed **\$1,600.00** without prior authorization by CMT. Detailed pay requests shall be submitted to CMT including hours and dates charged, and documentation for any direct costs. Requests for partial payments should be accompanied by a progress report showing the items of work actually completed. Phillips & McElyea may submit statements monthly. Payments by CMT to Phillips & McElyea will be made as soon as practicable after statements are received and CMT receives payment from the City for the services performed by Phillips & McElyea.

### **Coordination**

We request that your work be closely coordinated with Sheldon Menezes who is our Project Planner for this project.

### **Notice to Proceed**

Please accept receipt of this agreement as your written notice to proceed.

We look forward to working with you on this project. If you find the terms and conditions described herein satisfactory, please indicate your acceptance in the space below and return one copy for our files.

Sincerely,

**CRAWFORD, MURPHY & TILLY, INC.**

Daniel R. Meckes, P.E.  
President

**ACCEPTED FOR Phillips & McElyea Land Title, Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT A**

**REQUIRED FEDERAL CLAUSES FOR PROFESSIONAL SERVICES CONTRACT  
8/12/12**

**1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

**1.1 Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**3. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§26.13)** - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49

CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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.

**Prompt Payment (§26.29)** - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the Airport. The Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport. This clause applies to both DBE and non-DBE subcontractors.

#### 4. **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### 5. **ACCESS TO RECORDS AND REPORTS**

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### 6. **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### 7. **TRADE RESTRICTION CLAUSE**

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation

Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

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

## **8. TERMINATION OF CONTRACT**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

## **10. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **11. VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**Sheldon Menezes**

---

**From:** Sheldon Menezes  
**Sent:** Thursday, May 30, 2013 9:21 AM  
**To:** 'Judy Taylor'  
**Subject:** RE: Grand Glaize Airport Title Quotes

Judy,

Thanks for getting back to us with the quotes on the title research, title commitment and the title opinion. Following up our conversation, I understand that it will cost \$500 to do the necessary research on each parcel of land for a total cost of \$1000 with an addition cost of \$600 for the attorney title opinion. I will put together a subcontractor agreement for a total cost of \$1,600 for your work on the title research and reports and attorney opinion. The receipt of our agreement can be considered a notice to proceed and we can get this project underway with the city.

Thanks!

**Sheldon Menezes**

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

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

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

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

Judy

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

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

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

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

**From:** Sheldon Menezes [<mailto:SMenezes@cmtengr.com>]

**Sent:** Friday, May 24, 2013 9:35 AM  
**To:** Judy Taylor  
**Subject:** RE: Grand Glaize Airport Title Quotes

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

**Sheldon Menezes**

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

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

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

I will try to have someone pull any prior work on this today. If you have a form for the attorney opinion and can send that to me I will have one of our attorneys look at it. Thanks

Judy

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

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

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

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

**From:** Sheldon Menezes [<mailto:SMenezes@cmtengr.com>]  
**Sent:** Thursday, May 23, 2013 11:01 AM  
**To:** Judy Taylor  
**Subject:** Grand Glaize Airport Title Quotes

Judy,

Following up on our conversation yesterday, if I could get a concrete quote on a title commitment for the two parcels of land at the Grand Glaize Airport sometime today, I would really appreciate it. The city has given us a fairly short deadline to submit a cost estimate.

Additionally, with the attorney side of the house, I would like to work with someone to get a title opinion done. It is just going to be a one page document that states that the city claims ownership over

the parcels once the fee simple acquisition goes thru. If I could get a rough cost estimate on the title opinion as well, I can fold them into our costs.

Thanks!

**Sheldon Menezes**

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

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

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**From:** Sheldon Menezes  
**Sent:** Tuesday, May 21, 2013 9:06 AM  
**To:**  
**Subject:** Grand Glaize Airport Title Quotes

Judy,

CMT is currently assisting the City of Osage Beach with two land acquisitions at the Grand Glaize Airport. We are still working on developing the land acquisition project and was wondering if you were interested in submitting a quote to pull the title information for the two parcels of land that are in question. Additionally, a quote for a Preliminary Title Commitment will help mold our cost estimates to reflect yours. The attached exhibit defines the proposed Parcel 1 and Parcel 2. Both the parcels are located just off the north end of the runway.

The City of Osage Beach has given us a fairly short timeframe on submitting a cost estimate and therefore, if I could get a rough estimate as soon as possible on how much it would cost to pull these titles and do the required research for the title commitment so I can incorporate them into our costs, it would be much appreciated. Thanks!

**Sheldon Menezes**

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

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



**PHILLIPS & McELYEA LAND TITLE, INC.**

85 COURT CIRCLE NW  
P. O. BOX 559  
CAMDENTON, MO 65020  
Area Code (573) 346-5176  
Fax (573) 346-8373

**STATEMENT OF ACCOUNT**

July 26, 2013

Mr. Sheldon Menezes  
Crawford, Murphy & Tilly, Inc.  
Gateway Tower  
One Memorial Drive, Suite 500  
St. Louis, MO 63102

RE: part of SE¼ Sec 16, Twn 39, Rg 16 - Our File No. 1307046  
White Hall Bank

Title Search and Written Report	\$500.00
Opinion Letter	300.00
	<hr/>
TOTAL	\$800.00

All Legal Documents are prepared by Phillips, McElyea, Carpenter & Welch, P.C., unless otherwise stated.

**THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU.**

**PHILLIPS & McELYEA LAND TITLE, INC.**

FILE COPY 63

85 COURT CIRCLE NW  
P. O. BOX 559  
CAMDENTON, MO 65020  
Area Code (573) 346-5176  
Fax (573) 346-8373

**STATEMENT OF ACCOUNT**

July 26, 2013

Mr. Sheldon Menezes  
Crawford, Murphy & Tilly, Inc.  
Gateway Tower  
One Memorial Drive, Suite 500  
St. Louis, MO 63102

RE: Lot 1, Osage Beach Aircraft Storage, First Addition and part of SW¼SE¼ Sec 16, Twn 39, Rg 16 - **Our File No. 1307047**  
Tahoe-Ozark Land Investments, LLC and Osage Beach Aircraft Storage, LLC

Title Search and Written Report	\$500.00
Opinion Letter	300.00
	<hr/>
TOTAL	\$800.00

All Legal Documents are prepared by Phillips, McElyea, Carpenter & Welch, P.C., unless otherwise stated.

**THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU.**


**CRAWFORD, MURPHY & TILLY, INC.**  
 CONSULTING ENGINEERS

August 9, 2013

Allan J. Moore  
 Moore & Shryock Real Estate Appraisers  
 609 E. Broadway  
 Columbia, Missouri 65201

**Re: CMT File: 13486-01  
 Osage Beach- Grand Glaize Airport  
 Land Acquisition**

Dear Mr. Moore:

This will confirm our acceptance of the cost and scope included in your proposal dated July 12, 2013 (Exhibit A), for appraisal services. Acceptance of your proposal is contingent upon your acceptance of the following conditions related to the performance of your services, including Attachment A, *Required Federal Clauses for professional Services Contracts*.

**General**

Crawford, Murphy & Tilly, Inc. (CMT) has entered into a contract which will be administered by the City of Osage Beach, Missouri (the City) for providing land acquisition services. It is the desire of CMT to subcontract a portion of these services to Moore & Shryock Real Estate Appraisers as provided in your proposal and this letter of acceptance.

**Scope of Work**

The scope of services shall include a Standard MoDOT appraisal report, as described in section 236.6.3.1 of MoDOT's Engineering Policy Guide for Parcel 2, which is depicted on Exhibit B (attached).

**Responsibility of Moore & Shryock Real Estate Appraisers**

Moore & Shryock Real Estate Appraise shall be responsible for the professional quality, technical accuracy, and the coordination of all investigations, designs, drawings, specifications, and other services furnished by to Moore & Shryock Real Estate Appraisers under this contract. to Moore & Shryock Real Estate Appraisers shall, without additional compensation, correct or revise any errors or deficiencies in its investigations, designs, drawings, specifications and other services.

Neither CMT's or the City's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and to Moore & Shryock Real Estate Appraisers shall be and remain liable to CMT and the City in accordance with applicable law for all damages to CMT and caused by to Moore & Shryock Real Estate Appraisers' negligent performance of any of the services furnished under this contract.

Moore & Shryock Real Estate Appraisers shall collaborate with CMT in connection with the project and shall be bound to perform the professional services undertaken hereunder for land acquisition related services in the same manner and to the extent that CMT is bound by the contract between CMT and the City to perform such services for the City. All of Moore & Shryock Real Estate Appraisers communications with the City will be through or with the knowledge of CMT.

Moore & Shryock Real Estate Appraisers shall comply with the requirements of the contract between CMT and the City when such requirements are applicable to subcontracts entered into by CMT. These requirements include, but are not limited to, policy on Equal Employment Opportunity and Safety and Security Procedures.

Moore & Shryock Real Estate Appraisers  
 August 6, 2013  
 Page 2 of 3

**Certification of Drawings and Other Documents**

Moore & Shryock Real Estate Appraisers or his duly authorized representative shall sign/seal any reports or similar documents prepared by Moore & Shryock Real Estate Appraisers under Moore & Shryock Real Estate Appraisers ' printed name.

**Insurance**

Moore & Shryock Real Estate Appraisers will procure and maintain such insurance to protect him from claims for damages because of bodily injury, including personal injury, sickness or disease or death of any person related to performance of professional services, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claim, arising out of performance of professional services caused by a negligent act for which he is legally liable. Moore & Shryock Real Estate Appraisers insurance coverage shall provide \$2,000,000 general liability, and \$1,000,000 for auto liability. Moore & Shryock Real Estate Appraisers shall furnish certificates of insurance to CMT showing the amount and types of insurance.

Please furnish certificates of insurance confirming the amounts of coverage and deductible for the following types of insurance:

Comprehensive General Liability  
 Automobile-Personal Injury and Property Damage  
 Umbrella Coverage

**Equal Employment Opportunity and Federal Clauses for Professional Services**

During the performance of this contract, Moore & Shryock Real Estate Appraisers for itself, its assignees and successors in interest agrees that services shall be performed in compliance with Federal Clauses, including the EEO provisions, described in Attachment A. Where the term 'contractor', 'subcontractor' and/or 'consultant' is used, it is understood that these are requirements that ~~Mid-America Land Services~~ Moore & Shryock, LLC has accepted as part of this agreement.

**Schedule**

Moore & Shryock Real Estate Appraisers shall complete the ~~one~~ appraisal report(s) within 60 days of Notice to Proceed .

**Payment**

Payment for services outlined in your proposal shall be based on Moore & Shryock Real Estate Appraisers' actual time and materials with a not to exceed cost of \$5,125 for the property appraisal as stated in Exhibit A. The total payment for all services shall not exceed \$5,125 without prior authorization by CMT. Requests for partial payments should be accompanied by a progress report showing the items of work actually completed. Moore & Shryock Real Estate Appraisers may submit statements monthly. Payments by CMT to Moore & Shryock Real Estate Appraisers shall be made as soon as practicable after statements are received and CMT receives payment from the City for the services performed by Moore & Shryock Real Estate Appraisers.

**Indemnification**

To the fullest extent permitted by law, Moore & Shryock Real Estate Appraisers shall hold harmless and indemnify CMT from and against all claims, suits, damages, losses, expenses and attorney's fees, arising out of or resulting from performance of the work, provided that such claims, suit, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of property including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Moore & Shryock Real Estate Appraisers, their agents or anyone directly or indirectly employed by them, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Moore & Shryock Real Estate Appraisers

August 6, 2013

Page 3 of 3

These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by Moore & Shryock Real Estate Appraisers in any phase of the work under this agreement, the correction of which may require additional field or office work, Moore & Shryock Real Estate Appraisers will be promptly notified and will be required to perform such additional work as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Owner. Moore & Shryock Real Estate Appraisers shall be responsible for any damages incurred as a result of their errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts.

**Coordination**

We request that your work be closely coordinated with Sheldon Menezes who is our Project Planner for this project.

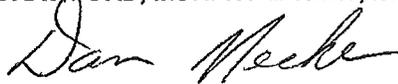
**Notice to Proceed**

Please consider your execution of this agreement as your written notice to proceed.

We look forward to working with you on this project. If you find the terms and conditions described herein satisfactory, please indicate your acceptance in the space below and return one copy for our files.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.



Daniel R. Meckes, P.E.  
President

*Moore + Shryock, LLC*  
ACCEPTED FOR ~~MID-AMERICAN LAND SERVICES~~

By *[Signature]*

Date 8-12-13

~~Miss America Land Service~~  
 August 9, 2013  
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**ATTACHMENT A**

REQUIRED FEDERAL CLAUSES FOR PROFESSIONAL SERVICES CONTRACTS

Crawford, Murphy & Tilly, Inc.

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2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
 GENERAL CIVIL RIGHTS PROVISIONS
3. ACCESS TO RECORDS AND REPORTS – 49 CFR PART 18
4. TERMINATION OF CONTRACT – 49 CFR PART 18
5. BREACH OF CONTRACT TERMS – 49 CFR PART 18
6. RIGHTS TO INVENTIONS – 49 CFR PART 18
7. DBE REQUIRED STATEMENTS – 49 CFR PART 26
8. TRADE RESTRICTION CLAUSE – 49 CFR PART 30
9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
 VOLUNTARY EXCLUSION – 49 CFR PART 29
10. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES – 49 CFR PART 20
11. VETERAN'S PREFERENCE – TITLE 49

**1. CIVIL RIGHTS ACT OF 1964, TITLE VI – 49 CFR PART 21  
 CONTRACTOR CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other

~~Mid-America Land Services~~  
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sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the SPONSOR or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the SPONSOR shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the SPONSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520, TITLE 49 47123 GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport SPONSOR or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **3. ACCESS TO RECORDS AND REPORTS – 49 CFR PART 18.36(i), FAA ORDER 5100.38**

The contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the SPONSOR, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **4. TERMINATION OF CONTRACT – 49 CFR PART 18.36(i)(2), FAA ORDER 5100.38**

4.1 The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.

4.2 If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

~~Mid-America Land Services~~

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4.3 If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.

4.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

4.5 The rights and remedies of the SPONSOR provided in this cause are in addition to any other rights and remedies provided by law or under this contract.

#### **5. BREACH OF CONTRACT TERMS – 49 CFR PART 18**

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **6. RIGHTS TO INTERVENTIONS – 49 CFR PART 18.36(i)(8), FAA ORDER 5100.38**

All rights to interventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

#### **7. DBE REQUIRED STATEMENTS – 49 CFR PART 26**

Contract Assurance (§26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from the SPONSOR. The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

#### **8. TRADE RESTRICTION CLAUSE – 49 CFR PART 30.13, FAA ORDER 5100.38**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

~~Mid-America Land Services~~

August 9, 2013

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

The contractor shall provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the Government.

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

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

**9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – 49 CFR PART 29, FAA ORDER 5100.38**

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

**10. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES – 49 CFR PART 20, APPENDIX A**

10.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

10.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.

**11. VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**MOORE AND SHRYOCK, L.L.C.**

Real Estate Appraisers And Consultants  
 609 E. Broadway, Columbia, MO 65201  
 (573)874-1207 FAX (573)449-2791

October 9, 2013

To: Sheldon Menezes  
 Crawford, Murphy & Tilly, Inc.  
 Gateway Tower  
 One Memorial Drive, Suite 500  
 St. Louis, Missouri 63102

Re: Osage Beach-Grand Glaize Airport, Land Acquisition.

File # C308018

Date	Description	Hours	Per Hour	Total
8/13/2013	Property/Market Research	2		
8/15/2013	Inspection, Property Research	4.5		
8/20/2013	Market Research, Property Research	6.5		
8/21/2013	Market Research	4		
8/22/2013	Report Writing & Analysis	2		
8/23/2013	Market Research, Report Writing & Analysis	5		
8/26/2013	Market Research, Comp Viewing	6		
9/3/2013	Report Writing & Analysis, Market Research	3.5		
9/4/2013	Market Research	1		
10/1/2013	Report Writing & Analysis	2.5		
10/2/2013	Market Research, Report Writing & Analysis	6		
10/7/2013	Report Writing & Analysis	4.5		
		47.5	\$125	\$5,937.00
Less				\$812.00
<b>TOTAL</b>				<b>\$5,125.00</b>

*Please include above file number with your payment*

**THANK YOU.**

**Submission Date:** March 10, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-11 - To authorize the Mayor to enter into an agreement to award the proposed Construction Contract No. OB14-004 for the Water Tower Fencing Project to Ken Kauffman & Sons Excavating, LLC.

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

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

**Why is Board Action Required?**

Board approval required for contracts over \$5000.

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

Request first and second readings of Bill 14-11.

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

As soon as possible in order to add additional fencing around the Parkview Bay Water Tower for security purposes.

**Budget Line/Source of Funds**

Water            30-00-774269 Tower & Well Improvements D&R

**Comments and Recommendation of Department:**

Bids were opened on Monday, March 10, 2014. Ken Kauffman & Sons Excavating, LLC is the apparent low bidder with a bid amount of \$5,395.00. A copy of the Bid Tab is attached. The Public Works Department has worked with Ken Kauffman & Sons Excavating, LLC in the past with positive results and recommends awarding the Water Tower Fencing project to Ken Kauffman & Sons Excavating, LLC.

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

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

Concur with the recommendation of the Public Works Director.

**BID TABULATION  
WATER TOWER FENCING  
OB14-004**

Bid Opening: March 10, 2014

Item No.	Description	Est. Quanti	Unit	Engineer's Estimate		Ken Kauffman & Sons Jefferson City, MO		Lake Central Fence Laurie, MO		American Pride Hauling Centertown, MO	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1	New Chain Link Fence w/ Barbed Wire	106	LF	\$ 80.00	\$ 8,480.00	\$ 27.50	\$ 2,915.00	\$ 36.95	\$ 3,916.70	\$ 43.00	\$ 4,558.00
2	Add Barbed Wire to Existing Fencing	185	LF	\$ 22.00	\$ 4,070.00	\$ 8.00	\$ 1,480.00	\$ 3.84	\$ 710.40	\$ 9.42	\$ 1,742.70
3	16' Double Swing Gate Complete	1	EA	\$ 1,925.00	\$ 1,925.00	\$ 1,000.00	\$ 1,000.00	\$ 1,648.50	\$ 1,648.50	\$ 3,500.00	\$ 3,500.00
<b>Total Base Bid</b>					\$ 14,475.00		\$ 5,395.00		\$ 6,275.60		\$ 9,800.70



BILL NO. 14-11

ORDINANCE NO. 14.11

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE WATER TOWER FENCING PROJECT WITH KEN KAUFFMAN & SONS EXCAVATING, LLC

WHEREAS, the City solicited bids for the Water Tower Fencing Project; and

WHEREAS, Ken Kauffman & Sons Excavating, LLC submitted the lowest and best bid; and

WHEREAS, the City of Osage Beach seeks to execute a contract for the Water Tower Fencing Project with Ken Kauffman & Sons Excavating, LLC; and

WHEREAS, the City has determined that Ken Kauffman & Sons Excavating, LLC is able to provide such services as described in the specifications for the Water Tower Fencing Project.

THEREFORE, 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 Ken Kauffman & Sons Excavating, LLC substantially under the terms set forth in the attached contract for the Water Tower Fencing Project (“Exhibit A”).

Section 2. 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 3. 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. 14.11 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. 14.11.

\_\_\_\_\_  
Date

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

ATTEST:

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

WATER TOWER FENCING

EXHIBIT A

BID FORM

Revised - RAK - 02/10/2014

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. 1 Dated 2-10-14  
No. \_\_\_\_\_ 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.

WATER TOWER FENCING					
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1	106	LF	New Chain Link Fence w/ Barbed Wire	\$ 27.50	\$ 2915. <sup>00</sup>
2	185	LF	Add Barbed Wire to Existing Fencing	\$ 8. <sup>00</sup>	\$ 1480. <sup>00</sup>
3	1	EA	16' Double Swing Gate Complete	\$ 1000. <sup>00</sup>	\$ 1000. <sup>00</sup>
<b>TOTAL BASE BID</b>				\$ 5395. <sup>00</sup>	

TOTAL BID IN WRITING: Five thousand three hundred ninety-five dollars and zero cents

WATER TOWER FENCING

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 7:00 AM this 10 day of March, 2014

LICENSE or CERTIFICATE NUMBER, if applicable 43-1858676

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. \_\_\_\_\_



WATER TOWER FENCING

IF A PARTNERSHIP: Ken Kauffman & Sons Excavating LLC  
Name of Partnership

[Signature]  
Member of Firm (Signature)

Kenneth W Kauffman - manager  
Member of Firm (Typed or Printed)

Business Address of Bidder: 5401 Old Lohman Rd  
Jefferson City MO 65109

Telephone No. 573-893-5159  
573-690-7122 cell

IF A CORPORATION: \_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Typed or Printed Name

ATTEST: \_\_\_\_\_ (CORPORATE SEAL)  
Secretary or Assistant Secretary Signature

\_\_\_\_\_  
Typed or Printed Name

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

If Bidder is a Corporation, supply the following information:

State in which Incorporated: \_\_\_\_\_

Name and Address of its: President \_\_\_\_\_

Secretary \_\_\_\_\_

**Submission Date:** March 13, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-12 - To allow the Mayor to sign Utility Agreement with Ameren Corporation for Utility Relocates for the 4-Unit Hangar Project at Lee C. Fine.

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

Citizens of Osage Beach, City Staff, Missouri Department of Transportation, Ameren Corporation

**Why is Board Action Required?**

Board approval required for ordinances

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

Request first and second readings of Bill 14-12.

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

This document needs to be executed as soon as possible to allow Ameren Missouri to relocate their utilities at Lee C. Fine Airport

**Budget Line / Source of Funds**

45-00-773020 – Hangar Project      \$742,000

**Comments and Recommendation of Department:**

This agreement is for the relocation of Ameren Missouri facilities at Lee C. Fine Airport. This infrastructure is in the way of the new hangar building. We would like to be reimbursed for work to be done by Ameren Missouri from MoDOT Aviation. Non-

Primary Entitlement funds can be used for utility relocations. In order to be reimbursed for utility relocations, MoDOT requires that we enter into an agreement with Ameren Corporation for the relocations. This is MoDOT's standard agreement for utility relocations. This agreement has a cost of \$10,713.40. The City would be reimbursed by MoDOT in the amount of 90%.

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

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Public Works Director.

BILL NO. 14-12

ORDINANCE NO. 14.12

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AMEREN CORPORATION FOR THE RELOCATION OR INSTALLATION OF CERTAIN UTILITIES AT THE LEE C. FINE MEMORIAL AIRPORT

WHEREAS, the City of Osage Beach proposes to construct improvements to the Lee C. Fine Memorial Airport which include the construction of a four-unit pre-engineered box hangar designed as 12-046B-2, in Miller County; and

WHEREAS, the City and Ameren Corporation desire to enter into an agreement for the relocation or installation of certain utilities at the Lee C. Fine Memorial Airport at the location shown on a plan marked Exhibit A.

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 an agreement with Ameren Corporation substantially under the terms set forth in the attached contract.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed ten thousand seven hundred thirteen dollars and forty cents (\$10,713.40).

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. 14.12 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. 14.12.

\_\_\_\_\_  
Date

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

ATTEST:

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

Airport Name:	<u>Lee C. Fine Memorial</u>
Project No.:	<u>12-046B-2</u>
County:	<u>Miller</u>

### UTILITY AGREEMENT – NOT TO EXCEED FEE

THIS AGREEMENT is entered into by the **CITY OF OSAGE BEACH** (hereinafter, "Sponsor") and **AMEREN CORPORATION** (hereinafter, "Company").

WITNESSETH:

WHEREAS, the Sponsor proposes to construct improvements to the **LEE C. FINE MEMORIAL AIRPORT**, which include **THE CONSTRUCTION OF A FOUR-UNIT PREENGINEERED BOX HANGAR**, designated as **12-046B-2, MILLER COUNTY**, for the city of **OSAGE BEACH**, in accordance with certain construction plans on file in the office of the City Clerk of **OSAGE BEACH**; and

WHEREAS, in order to operate said airport in accordance with said plans, it will be necessary to relocate/install certain utilities at the location(s) shown on plan marked Exhibit "A" and a cost breakdown marked Exhibit "B" attached hereto and each made part hereof; and

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

(1) **CITY NOTIFICATION**, The Company hereby agrees to notify the Sponsor prior to beginning work and to coordinate the work with the Sponsor.

(2) **COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG)**: The Company agrees that the detail plan and cost breakdown for the required installation of the Company's facilities have been prepared in accordance with FAPG 23 C.F.R. 645A and any amendments (available @ <http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm>), which by reference are made a part of this Agreement. The Company also agrees that the work will be performed in accordance with said regulation. In addition to the above FAPG the company also agrees to prepare the cost breakdown for installation with Section 4 Supplementary Provisions, Part A – Federal and State Provisions of the Contract Documents, which has been included as a part of this document as an attachment.

**PREVAILING WAGE REQUIREMENTS**: Company/Contractor hereby agrees to comply with all applicable federal prevailing wage requirements for utility work performed in conjunction with airport projects receiving federal funds.

(3) **COMMENCEMENT AND COMPLETION OF WORK**: After approval of the detail plan and cost breakdown and upon notification by the Sponsor, the Company will commence, without unnecessary delay, to install its facilities. The Company will actively pursue completion of the work to reach the earliest possible completion date. Upon completion of the work the Company shall backfill and smooth all trenches, seed and mulch all disturbed existing ground.

(4) **AUDIT OF RECORDS**: The Company shall develop the cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting

procedure used by the Company in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The Sponsor's resident engineer in charge of said project, or any authorized agent of the Sponsor, shall have access during normal business hours to such Company records. These records must be available, at no charge, during the contract period and any extension, and for three (3) years from the date of final payment.

(5) **CHANGE ORDER:** If any substantial change is made in the original plan and extent of the work, the company agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the Sponsor's representative and having approval of the Sponsor PRIOR to the performance of the work, as set out in FAPG 23 C.F.R. 645A.

(6) **BACKFILL:** The Company agrees to compact backfill of all excavation within the airport property limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the Sponsor's representative.

(7) **CONDITION OF AIRPORT PROPERTY:** The Company is responsible for ensuring that existing facilities are not damaged, and any damages must be repaired at the Company's expense to the satisfaction of the Sponsor's representative.

Upon completion of the work provided in this Agreement, the company shall remove all leftover materials and debris resulting from the work and leave the airport property in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(8) **SAFETY DEVICES:** At all times when work is being performed by the Company under such conditions as will affect activity on adjacent roadways, the Company will display warning signs, barricades, flags, lights and/or flares as circumstances may require in accordance with the standards set forth in the MUTCD.

(9) **COST:** The total cost of the work required for the utility relocation/installation is to be **\$10,713.40**. The Sponsor's obligation toward the cost of the work under this agreement shall be one hundred percent (100%) of the actual cost (not to exceed) which obligation is now **\$10,713.40**.

The Sponsor's obligation shall extend only to those costs incurred under the provisions of FAPG 23 C.F.R. 645A. Payment will be made for allowable costs as they are incurred (not as they are paid) after this Utility Agreement is executed. If for some reason the Company is not authorized to proceed with the adjustment, preliminary engineering costs will be allowed as incurred. Materials purchased specifically for the utility project are eligible for payment once stored at a secure site and verified by the Sponsor's engineer. Upon completion of the work in accordance with said plan and cost breakdown, the Sponsor will promptly reimburse the Company for the Sponsor's obligation when seven (7) copies of a detailed statement of costs as certified by the Company and the Sponsor's representative are submitted to the Sponsor. The Sponsor will afterwards conduct an audit of the Company's statement and supporting records. If the audit reveals that the Company has been overpaid, the company will immediately refund to the Sponsor such overpayment.

(10) **SUBCONTRACT:** If the Company determines to contact any of the work of adjusting its facilities, it shall furnish the Sponsor with evidence that it is not adequately staffed

or equipped to perform the work and shall comply with the procedures outlined in FAPG 23 CFR 645A relating to performing part or all of the work by contract. Furthermore, if the Company solicits bids for the work, the Company shall provide other information to support the Company's recommendation for award to the lowest qualified bidder prior to any contract work being performed. The Company shall obtain the Sponsor's written approval prior to awarding the contract. The Sponsor's approval or disapproval shall be communicated in writing to the Company no later than twenty-one (21) days after the Company provides the above information to the Sponsor. If the Sponsor fails to notify the Company in writing of its decision within the twenty-one (21) day period, the Sponsor shall be deemed to have approved the Company's selection.

(11) **MAINTENANCE:** Upon completion of the project, the utility facilities will become the property of the Company and the Company agrees to accept responsibility for all maintenance work thereon. All obligations of the Sponsor under this Agreement shall thereupon cease and terminate. The Company shall maintain such property in a way that no personal or property damage occurs to the Sponsor or the general public. The Company shall indemnify and save harmless the Sponsor from damages or injuries resulting from Company maintenance of the property.

(12) **PERMIT REQUIREMENT:** If required by the city of **OSAGE BEACH**, the Company shall obtain a permit prior to adjusting or relocating its property from, within, or onto the airport property.

(13) **SPONSOR REPRESENTATIVE:** The Sponsor's **PUBLIC WORKS DIRECTOR** is designated as the Sponsor's representative for the purpose of administering the provisions of this Agreement. The Sponsor's representative may designate by written notice other persons having the authority to act on behalf of the Sponsor in furtherance of the performance of this Agreement.

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

(15) **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 **CAMDEN** County, Missouri.

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

(17) **COOPERATION:** When the Company work is being done concurrent with the Sponsor's earthwork contractor operation, the Company agrees to cooperate and coordinate its work to minimize disturbance to the earthwork contractor or other utility companies working on the project.

(18) **WORK CANCELED:** If the Sponsor instructs the Company not to proceed with the work, the Sponsor shall reimburse the Company for the Sponsor's percentage share of the Company's costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The Company shall promptly return to the Sponsor any funds in excess of those actually incurred prior to the date work is canceled.

(19) FINAL INVOICE SUBMITTAL: After completion of the utility work, the Company agrees to submit a final invoice for the cost of the work to the Sponsor within sixty (60) days or as mutually agreed by the Sponsor's representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost breakdown (Exhibit B) when possible to promote faster processing by the Sponsor. The Sponsor's representative will process the final invoice as soon as possible after receipt. If the final invoice is greater than the Sponsor's payment provided in Paragraph (9), the Sponsor shall promptly pay the Company the additional Sponsor obligation, but only if all additional costs were incurred under the provisions of FAPG 23 CFR 645A and were approved by change order provided in Paragraph (5).

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

Executed by the Company this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**CITY OF OSAGE BEACH, MO**

**AMEREN CORPORATION**

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

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

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

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

ATTEST:

ATTEST:

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

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

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

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

Approved as to Form:

Approved as to Form:

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

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

Sponsor Counsel

Counsel

(Company Seal, if available)

**ACKNOWLEDGMENT BY COMPANY**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**(DETAILED PLAN SHEET)**

**EXHIBIT B**  
**(COST BREAKDOWN)**

**SECTION 4  
SUPPLEMENTARY PROVISIONS**

**PART A  
FEDERAL AND STATE PROVISIONS**

1. CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR PART 21)
2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982 (Section 520 - General Civil Rights Provisions)
3. ACCESS TO RECORDS AND REPORTS (49 CFR PART 18.36(i))
4. RIGHTS TO INVENTIONS (49 CFR PART 18.36(i)(8))
5. BREACH OF CONTRACT TERMS (49 CFR PART 18.36)
6. DISADVANTAGE BUSINESS ENTERPRISES (DBE) (49 CFR PART 26)
7. TRADE RESTRICTION CLAUSE (49 CFR PART 30)
8. TERMINATION OF CONTRACT (49 CFR PART 18.36(i)(2))
9. CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36 (i)(12))
10. DAVIS BACON REQUIREMENTS (29 CFR PART 5.5)
11. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)
12. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))
13. EEO COMPLIANCE (41 CFR PART 60-1.7)
14. ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18)
15. REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-2)
16. CERTIFICATION OF NONSEGREGATED FACILITIES (41 CFR Part 60-1.8)
17. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)
18. BUY AMERICAN PREFERENCES (Title 49 U.S.C. Chapter 501)
19. VETERAN'S PREFERENCE (Title 49 U.S.C. 47112(c))
20. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20)
21. AIRPORT JOB SPECIAL PROVISION
22. EXECUTIVE ORDER 94-03
23. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION

## SAFETY TRAINING

**1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR PART 21)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with,

litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982 (Section 520 - General Civil Rights Provisions)**

The Contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. In the case of Contractors, this provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**3. ACCESS TO RECORDS AND REPORTS (49 CFR PART 18.36(i))**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**4. RIGHTS TO INVENTIONS (49 CFR PART 18.36(i)(8))**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**5. BREACH OF CONTRACT TERMS (49 CFR PART 18.36)**

Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)(49 CFR PART 26)**

Where used in this provision, "Department of Transportation" or "DOT" refers to the United States Department of Transportation. "MoDOT" refers to the Missouri Department of Transportation and the Missouri Highways and Transportation Commission.

**Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises 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 applies to this agreement.

**Contract Assurance.** MoDOT and the city 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 applicable requirements of 49 CFR Part 26 in the award and administration of USDOT 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.)***

**Federal Financial Assistance Agreement Assurance.** MoDOT and the city agree to and incorporate the following assurance into the day to day operations and the administration of all USDOT assisted contracts; where “recipient” means MoDOT and any MoDOT grantee receiving USDOT assistance:

***“MoDOT or the city shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The recipient’s DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)”***

MoDOT and the city ensure that all recipients of USDOT assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

**Prompt Payment.** MoDOT and the city require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with the prompt payment statute, Mo. Revised Statutes, Chapter 34, Section 34.057 (included below). MoDOT and the city also requires the prompt, as defined in Section 34.057, return of all retainage held on all subcontractors after the subcontractor’s work is satisfactorily completed, as MoDOT and city personnel may ultimately determine (if necessary).

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

MoDOT and the city will perform audits of contract payments to 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 Missouri Revised Statutes, Chapter 34, Section 34.057.

**Missouri Revised Statutes**

**Chapter 34  
State Purchasing and Printing  
Section 34.057**

**August 28, 2010**

**Public works contracts--prompt payment by public owner to contractor--prompt payment by contractor to subcontractor-- progress payments--retainage--late payment charges--withholding of payments.**

34.057. 1. Unless contrary to any federal funding requirements or unless funds from a state grant are not timely received by the contracting public municipality but notwithstanding any other law to the contrary, all public works contracts made and awarded by the appropriate officer, board or agency of the state or of a political subdivision of the state or of any district therein, including any municipality, county and any board referred to as the public owner, for construction, reconstruction or alteration of any public works project, shall provide for prompt payment by the public owner to the contractor and prompt payment by the contractor to the subcontractor and material supplier in accordance with the following:

(1) A public owner shall make progress payments to the contractor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on public works projects shall not exceed five percent of the value of the contract or subcontract unless the public owner and the architect or engineer determine that a higher rate of retainage is required to ensure performance of the contract. Retainage, however, shall not exceed ten percent of the value of the contract or subcontract. Except as provided in subsection 4 of this section, the public owner shall pay the contractor the amount due, less a retainage not to exceed ten percent, within thirty days following the latter of the following:

- (a) The date of delivery of materials or construction services purchased;
- (b) The date, as designated by the public owner, upon which the invoice is duly delivered to the person or place designated by the public owner; or
- (c) In those instances in which the contractor approves the public owner's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the public owner;

(2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties;

(3) If, in the discretion of the owner and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontractor can be released prior to substantial completion of the public works contract without risk to the public owner, the contractor shall request such adjustment in retainage, if any, from the public owner as necessary to enable the contractor to pay the subcontractor in full. The public owner may reduce or eliminate retainage on any contract payment if, in the public owner's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to two hundred percent of the value of each item as determined by the public owner's duly authorized representative shall be withheld until such item or items are completed;

(4) The public owner shall pay the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor after substantial completion of the contract work and acceptance by the public owner's authorized contract representative, or as may otherwise be provided by the contract specifications for state highway, road or bridge projects administered by the state highways and transportation commission. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided; as may be required by the contract documents. If at that time there are any remaining minor items to be completed, an amount equal to two hundred percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed;

(5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges provided in this section. Except as provided in subsection 4 of this section, if the contractor has not been paid within thirty days as set forth in subdivision (1) of subsection 1 of this section, the contracting agency shall pay the contractor, in addition to the payment due him, interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid;

(6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed ten percent. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials he is rejecting or because he has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other subcontractors and suppliers shall be paid in full;

(7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the

payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain;

(8) The public owner shall make final payment of all moneys owed to the contractor, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:

(a) Completion of the project and filing with the owner of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;

(b) The project is certified by the architect or engineer authorized to make such certification on behalf of the owner as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or

(c) The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

2. Nothing in this section shall prevent the contractor or subcontractor, at the time of application or certification to the public owner or contractor, from withholding such applications or certifications to the owner or contractor for payment to the subcontractor or material supplier. Amounts intended to be withheld shall not be included in such applications or certifications to the public owner or contractor. Reasons for withholding such applications or certifications shall include, but not be limited to, the following: unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with other material provisions of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment and materials; damage to a contractor or another subcontractor or material supplier; reasonable evidence that the contract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention, not to exceed the initial percentage retained by the owner.

3. Should the contractor determine, after application or certification has been made and after payment has been received from the public owner, or after payment has been received by a contractor based upon the public owner's estimate of materials in place and work performed as provided by contract, that all or a portion of the moneys needs to be withheld from a specific subcontractor or material supplier for any of the reasons enumerated in this section, and such moneys are withheld from such subcontractor or material supplier, then such undistributed amounts shall be specifically identified in writing and deducted from the next application or certification made to the public owner or from the next estimate by the public owner of payment due the contractor, until a resolution of the matter has been achieved. Disputes shall be resolved in accordance with the terms of the contract documents. Upon such resolution the amounts withheld by the contractor from the subcontractor or material supplier shall be included in the next application or certification made to the public owner or the next estimate by the public owner and shall be paid promptly in accordance with the provisions of this section. This subsection shall also apply to applications or certifications made by subcontractors or material suppliers to the contractor and throughout the various tiers of the contracting chain.

4. The contracts which provide for payments to the contractor based upon the public owner's estimate of materials in place and work performed rather than applications or certifications submitted by the contractor, the public owner shall pay the contractor within thirty days following the date upon which the estimate is required by contract to be completed by the public owner, the amount due less a retainage not to exceed five percent. All such estimates by the public owner shall be paid promptly and shall be subject to late payment charges as provided in this subsection. After the thirtieth day following the date upon which the estimate is required by contract to be completed by the public owner, the contracting agency shall pay the contractor, in addition to the payment due him, interest at a rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

5. Nothing in this section shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

6. Notwithstanding any other provisions in this section to the contrary, no late payment interest shall be due and owing for payments which are withheld in good faith for reasonable cause pursuant to subsections 2 and 5 of this section. If it is determined by a court of competent jurisdiction that a payment which was withheld pursuant to subsections 2 and 5 of this section was not withheld in good faith for reasonable cause, the court may impose interest at the rate of one and one-half percent per month calculated from the date of the invoice and may, in its discretion, award reasonable attorney fees to the prevailing party. In any civil action or part of a civil action brought pursuant to this section, if a court determines after a hearing for such purpose that the cause was initiated, or a defense was asserted, or a motion was filed, or any proceeding therein was done frivolously and in bad faith, the court shall require the party who initiated such cause, asserted such defense, filed such motion, or caused such proceeding to be had to pay the other party named in such action the amount of the costs attributable thereto and reasonable expenses incurred by such party, including reasonable attorney fees.

(L. 1990 S.B. 808 & 672 § 1)

(2004) Act contemplates a contract between the parties to such a cause of action and provides for such action against a public owner only by the contractor, not a subcontractor or supplier. *Mays-Maune & Associates v. Werner Brothers*, 139 S.W.3d 201 (Mo.App. E.D.).

**MoDOT DBE Program Regulations.** The city, contractor and each subcontractor are bound by the new MoDOT DBE Program regulations at Title CSR 10, Chapter 8.

## 7. TRADE RESTRICTION CLAUSE (49 CFR PART 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

**8. TERMINATION OF CONTRACT (49 CFR PART 18.36(i)(2))**

(a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

(b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

(e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**9. CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36 (i)(12))**

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract, which exceeds \$100,000 the aforementioned criteria and requirements.

## 10. DAVIS BACON REQUIREMENTS (29 CFR PART 5.5)

### 1 Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime

contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3 Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent

who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;

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

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

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

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

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

#### 4 Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed

in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which

provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 11.1 through 11.10 of this section and paragraphs 12.1 through 12.5 of the next section below may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

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

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

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

11. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)**

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

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

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

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

**12. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **13. EEO COMPLIANCE (41 CFR PART 60-1.7)**

Reporting Requirements: Pursuant to Executive Order 11246 and Federal Regulation 49 CFR Part 60-1.7, the CONTRACTOR and its subcontractors shall, within 30 days after award of contract, file a compliance report on Standard Form 100 (EEO-1) if said report has not been submitted within the twelve months preceding the date of award. This report is required if the CONTRACTOR or it's subcontractors meet the following criteria:

- a. It is not exempt from the provisions as described in 49 CFR Part 60-5.1;
- b. It has 50 or more employees;
- c. Is a prime a prime contractor or first tier subcontractor;
- d. Has a contract, subcontract or purchase order amounting to \$50,000 or more.

### **14. ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36)**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

### **15. REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-2)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are identified in the Notice-to Bidders:

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project,

for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

3. As used in this notice and in the contract, the "covered area" means the geographical area described in the solicitation from which the contract results.

**16. CERTIFICATION OF NONSEGREGATED FACILITIES (41 CFR Part 60-1.8)**

**Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Nonsegregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction Contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical

certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

**17. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the

EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the

contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**18. BUY AMERICAN PREFERENCES (Title 49 U.S.C. Chapter 501)**

1. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

a. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

b. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

c. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

2. The successful bidder will be required to deliver only domestic steel and manufactured products, except those:

a. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

b. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

c. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

**19. VETERAN'S PREFERENCE (Title 49 U.S.C. 47112(c))**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**20. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20)**

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **21. AIRPORT JOB SPECIAL PROVISION**

“By entering into this Contract, the Contractor agrees to comply with all applicable terms of Executive Order 12818, issued by President George Bush on October 23, 1992, prohibiting certain contractual requirements, and prohibiting discrimination against certain persons or entities on the basis of whether or not labor organization Agreement's or affiliations exist. The Contractor further agrees to include within its contracts and subcontracts governing this work, a provision which requires those contractors to comply with Executive Order 12818 (except as may be exempted by the executive order itself).

The contractor understands, and agrees to inform its own contractors and subcontractors, that failure to comply with Executive Order 12818 will subject them to disciplinary action as appropriate, including but not limited to, debarment, suspension, termination of the contract for default, or the withholding of payments. The Contractor also understands that the Sponsor has no policies or contractual provisions which violate Executive Order 12818.”

## **22. EXECUTIVE ORDER 94-03**

The Contractor shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14<sup>th</sup>) day of January 1994, which executive order is incorporated herein by reference and is made a part of this contract. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Contract. This Executive Order prohibits discriminatory practices by the state, the contractor or its subcontractors based on race, color, religion, national origin, sex, age, disability, or veteran status.

## **23. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION SAFETY TRAINING**

The Contractor and its subcontractors (if any subcontractors are retained) shall comply with all applicable provisions of section 292.675, Revised Statutes of Missouri, which statute is incorporated herein by reference and is made a part of this contract. Section 292.675 states that any person signing a contract to work on the construction of public works for any public body shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program and hold documentation of such prior completion. All employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on such construction project. Any employee found on a worksite subject to section 292.675's requirements without documentation of the successful completion of this course shall have twenty (20) days to produce such documentation before being subject to removal from the project.

The Contractor shall forfeit as penalty to the public body on whose behalf the contract is made or awarded two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion

thereof, such employee is employed by the contractor or subcontractor without the required training. These penalties shall not begin to accrue until the sixty (60) day and twenty (20) day time periods described above have elapsed. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of section 292.675 when making payments to the Contractor under the contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of section 292.675.

**Submission Date:** March 11, 2014  
**Submitted By:** Building Official  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-13 - To modify Section 505.030, changing the verbiage from requiring a Blasting Permit to be obtained from the "Fire Official" to a Blasting Permit to be obtained from the "Building Official." Add that "All permits shall expire within ten days of the date of issuance unless extended for another ten days by the Building Official or his designee.

**Add "SECTION 505.130 Violations and Penalty**

Any person violating any of the provisions of this Article or the International Fire Code, as adopted by the City of Osage Beach. No person shall:

1. Conduct any blasting or set off any explosives without a city permit
2. Conduct any blasting or set off any explosives in excess of the city permit
3. Conduct any blasting or set off any explosives without complying with all applicable laws and regulations including Chapter 56 of the International Fire Code, Missouri 11CSR40-7.010, R.S.MO. Chapters 319 and 394 of the Revised Statutes of Missouri or the Osage Beach Code of Ordinances or any amendments to any of the foregoing.

Any person violating any provision of this section or of Chapter 56 of the International Fire Code as adopted by the City of Osage Beach shall be subject to penalty as defined in Section 100.190 of the Osage Beach Code of Ordinances.

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

Residents, visitors, and City staff

**Why is Board Action Required?**

Ordinance change and addition requires an ordinance

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

Request first and second readings of Bill 14-13.

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

No

**Comments and Recommendation of Department:**

The City has issued several blasting permits over the years and the permit requirements have not been updated to reflect new State and Municipal requirements. The proposed ordinance changes will clarify the requirements of the City and ensure compliance with State requirements. The Building Department recommends approval of the ordinance.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Building Official.

BILL NO. 14-13

ORDINANCE NO. 14.13

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 505.030 REQUIRING A BLASTING PERMIT TO BE OBTAINED FROM THE BUILDING OFFICIAL AND ADDING A NEW SECTION 505.130, PENALTIES FOR FAILURE TO COMPLY

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

Section 1. That Section 505.030 A. of the Osage Beach Code of Ordinances is hereby amended so that such section shall read as follows:

Section 505.030 A. A permit shall be obtained from the ~~Fire Official~~ Building Official for any of the following conditions or operations. All permits shall expire within ten days of the date of issuance unless extended for another ten days by the Building Official or his designee.

Section 2. That Chapter 505 be amended by adding a new a Section 505.130 to read as follows:

Section 505.130. Violations and Penalty

No person shall:

1. Conduct any blasting or set off any explosives without a City permit;
2. Conduct any blasting or set off any explosives in excess of the City permit;
3. Conduct any blasting or set off any explosives without complying with all applicable laws and regulations including Chapter 56 of the International Fire Code; Missouri 11 CSR40-7.010; or Chapters 319 and 394 of the Revised Statutes of Missouri, or the Osage Beach Code of Ordinances or any amendments to any of the foregoing.

Any person violating any provision of this section or of Chapter 56 of the International Fire Code as adopted by the City of Osage Beach shall be subject to penalty as defined in Section 100.190 of the Osage Beach Code of Ordinances:

Section 3. Severability.

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

Section 4. Repeal of ordinances not to affect liabilities, etc.

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

Section 5. That this Ordinance shall be in full force and effect from and after the date of its final passage.

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

I hereby certify that the above Ordinance No. 14.13 was duly passed on \_\_\_\_\_.

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. 14.13.

\_\_\_\_\_  
Date

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

ATTEST:

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

**Submission Date:** March 13, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Bill 14-14 - To authorize the Mayor to enter into an agreement for the award of the proposed Construction Contract No. OB14-010 for the City Park Irrigation Controllers 2014 to Hutchins Telecom, 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 \$5000.

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

Request first and second readings of Bill 14-14.

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

ASAP to replace irrigation controllers damaged by the August, 2013 flood.

**Budget Line/Source of Funds**

Parks            10-10-773278 Park Improvements

**Comments and Recommendation of Department:**

Bids were opened on Thursday, March 13, 2014. Hutchins Telecom, Inc. is the apparent low bidder with a bid amount of \$6,536.00. A copy of the Bid Tab is attached. Hutchins Telecom, Inc. has been awarded several City contracts in the past with positive results.

The Public Works Department recommends awarding the City Park Irrigation Controllers 2014 project to Hutchins Telecom, Inc. A first and second reading is requested.

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

Concur with the recommendation of the Public Works Director.

**BID TABULATION  
CITY PARK IRRIGATION CONTROLLERS 2014  
OB14-010**

Bid Opening: March 13, 2014				Engineer's Estimate		Hutchins Telecom Belle, MO		Rost Superior Services Columbia, MO	
Item No.	Description	Est. Quanti	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
Section 1									
1	Irrigation Controllers	2	EA	\$ 1,448.00	\$ 2,896.00	\$ 1,468.00	\$ 2,936.00	\$ 2,354.00	\$ 4,708.00
2	Repair Zone Valve Wiring and Boxes	1	LS	\$ 2,496.00	\$ 2,496.00	\$ 2,500.00	\$ 2,500.00	\$ 2,850.00	\$ 2,850.00
3	Remove and Replace Bad Solenoids	4	EA	\$ 275.00	\$ 1,100.00	\$ 275.00	\$ 1,100.00	\$ 118.75	\$ 475.00
Total for Base Bid				\$	\$ 6,492.00	\$	\$ 6,536.00	\$	\$ 8,033.00



BILL NO. 14-14

ORDINANCE NO. 14.14

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE CITY PARK IRRIGATION CONTROLLERS 2014 WITH HUTCHINS TELECOM, INC.

WHEREAS, the City solicited bids for the City Park Irrigation Controllers 2014; and

WHEREAS, Hutchins Telecom, Inc. submitted the lowest and best bid; and

WHEREAS, the City of Osage Beach seeks to execute a contract for the City Park Irrigation Controllers 2014; and

WHEREAS, the City has determined that Hutchins Telecom, Inc. is able to provide such services as described in the specifications for City Park Irrigation Controllers 2014.

THEREFORE, 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 Hutchins Telecom, Inc. substantially under the terms set forth in the attached contract for the City Park Irrigation Controllers 2014 Project marked ("Exhibit A").

Section 2. 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 3. 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. 14.14 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. 14.14.

\_\_\_\_\_  
Date

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

ATTEST:

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

CITY PARK IRRIGATION CONTROLLERS 2014

EXHIBIT A

**BID FORM**  
(Revised 03/06/2014 slb)

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. # 1 Dated 3-6-2014  
No. \_\_\_\_\_ 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.

<b>BID FORM</b>					
<b>CITY PARK IRRIGATION CONTROLLERS 2014</b>					
ITEM UNIT	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE
1	2	EA	Irrigation Controllers	\$ 1468. <sup>00</sup>	\$ 2936. <sup>00</sup>
16050					
2	1	LS	Repair Zone Valve Wiring and Boxes	\$ 2500. <sup>00</sup>	\$ 2500. <sup>00</sup>
16010					
3	4	EA	Remove and Replace Bad Solenoids	\$ 275. <sup>00</sup>	\$ 1100. <sup>00</sup>
16050					
<b>TOTAL BID</b>					<b>\$ 6536.<sup>00</sup></b>

CITY PARK IRRIGATION CONTROLLERS 2014

TOTAL BID IN WRITING: Six Thousand Five hundred Thirty-Six dollars and <sup>00</sup>/<sub>100</sub>

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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

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. \_\_\_\_\_

CITY PARK IRRIGATION CONTROLLERS 2014

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:

Hutchins TELECOM LLC  
Name of Corporation

By [Signature] VICIPRESIDENT  
Signature & Title

Stephen P. Klein  
Typed or Printed Name

ATTEST:

[Signature]  
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

MARK D. Hutchins  
Typed or Printed Name

MA S-CORP

Business Address of Bidder:

35200 MARTIN RD. 405 Belle, mo 65013

Telephone No. 502-957-2222

If Bidder is a Corporation, supply the following information:

State in which Incorporated: NORTH CAROLINA

Name and Address of its: President MARK D. Hutchins

3133 nobley mill RD. Cox's CRICK, KY 40013  
Secretary SAME AS ABOVE

**Submission Date:** March 11, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Purchase Ford F-350 Service Truck for the Sewer Department.

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

Citizens, visitors, staff

**Why is Board Action Required?**

Capital Purchase over \$5,000

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

Motion to purchase Ford F-350 from MoDOT State bid from Joe Machens Capitol City Ford

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

As soon as possible.

**Budget Line / Source of Funds**

35-00-774265 - \$122,000

This account is used for the purchase of vehicles.

**Comments and Recommendation of Department:**

This purchase for the Sewer Department is a replacement for a 2004 Ford truck. The budgeted amount is \$44,000. Staff recommends the purchase be made from the MoDOT State bid from Joe Machens Capitol City Ford for a price of \$33,337. This is under

budget in the amount of \$10,663 which will be used for the purchase of a crane which was included in the budgeted amount, but not included in the state bid process and will be bid out separately in the near future.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Public Works Director.

**Submission Date:** March 11, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Purchase Ford F-550 Dump Truck for the Street Department

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

Citizens, visitors, staff

**Why is Board Action Required?**

Capital Purchase over \$5,000

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

Motion to purchase Ford F-550 Dump Truck from MoDOT State bid from Joe Machens Capitol City Ford

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

As soon as possible.

**Budget Line / Source of Funds**

20-00-774265 - \$55,000

This account is used for the purchase of vehicles.

**Comments and Recommendation of Department:**

This purchase for the Street Department is a replacement for a 2005 truck. The budgeted amount is \$55,000. Staff recommends the purchase be made from the MoDOT State bid from Joe Machens Capitol City Ford for a price of \$50,323. This is under budget in the

amount of \$4,677 which will be used for the purchase of a snow plow which was budgeted, but not included in the state bid process and will be bid separately in the near future.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Public Works Director.

**Submission Date:** March 12, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

A request to provide engineering and contract administrative services to the Osage Beach Special Road District to accomplish the repairs of Aver Road.

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

Residents of Aver Road, visitors, OBSRD, contractors, suppliers, city staff

**Why is Board Action Required?**

The Special Road District would like to use City Staff.

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

Motion to approve the request

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

If approved, the Public Works/Engineering Department would be working on the design of this project.

**Budget Line/Source of Funds**

Transportation          20-00-773210 Special Road District Projects

**Comments and Recommendation of Department:**

Aver Road Residents have asked the Osage Beach Special Road District if they would like to repair their road after the storm event in August. The OBSRD agreed to fund the project. They would like to utilize City Staff in case Aver Road becomes a City Street in the future. Multiple residents on Aver Road would like the street to come into City

Inventory. At this time, it does not meet standards. This project will not accomplish the needed improvements, but it will help improve this roadway.

The OBSRD and the City have worked on many projects in the past. They have provided funding for various streets like this one. The Public Works Department recommends providing Engineering Services for this project.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Public Works Supervisor.

**Submission Date:** March 13, 2014

**Submitted By:** Police Chief

**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Purchase equipment to set up four (4) 2014 Ford Police Interceptor Utility Vehicles (Emergency Lighting, Prisoner Partitions and Push Bars) from Ed Roehr Safety Products.

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

Osage Beach Police Department

**Why is Board Action Required?**

Purchase over \$5,000.00

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

Motion to approve the purchase of equipment as noted above from Ed Roehr Safety Products.

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

Vehicles should arrive by the middle of April.

**Budget Line / Source of Funds**

10-14-774265

**Comments and Recommendation of Department:**

We received bids from four (4) vendors with Ed Roehr Safety Products submitting the lowest bid on these items. The purchase price for these items is \$10,850.00. Recommend purchasing the equipment from Ed Roehr Safety Products.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Police Chief.



**Submission Date:** March 11, 2014  
**Submitted By:** Public Works Director  
**Board Meeting Date:** March 20, 2014

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

**Description of Item:**

Purchase mobile and handheld radios

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

Citizens, visitors, staff

**Why is Board Action Required?**

Capital Purchase over \$5,000

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

Motion to purchase and/or install mobile and handheld radios off the City of Columbia MO cooperative purchase agreement with Wireless USA.

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

As soon as possible as there are some trucks that do not have radios installed.

**Budget Line / Source of Funds**

20-00-774255: \$55,600  
 30-00-774255: \$33,600  
 35-00-774255: \$16,892

These accounts are used to purchase others items as well.

**Comments and Recommendation of Department:**

Radios provide effective communications among Public Works personnel. It is the primary means of communications for our field staff and it allows them to communicate with each other as well as the Public Works office. There are currently 12 Public Works trucks that either don't have radios or have radios that don't work. Also, the base station radio along with the supporting accessories for the Public Works building is old and needs to be replaced. This purchase also provides for the purchase of 15 handheld radios for Public Works staff. The handhelds will be utilized to replace existing handhelds as it becomes necessary.

It was discussed with the Communications staff that the City currently uses Motorola radios and they felt that the Motorola radios are a good product. Also, they have the ability to program them. Based upon this information, it was decided to purchase the Motorola brand.

The City of Columbia, Missouri currently has a cooperative purchase agreement with Wireless USA for the purchase of Motorola radios. This cooperative purchase agreement allows other municipalities to "piggy back" on this contract for the purchase and/or installation of the radios.

After discussions with Wireless USA, it was determined that the Motorola CDM 750 would suffice for the mobile/base radios and the HT 750 for the handheld radios.

It is recommended that the City purchase these items from Wireless USA in the amount \$19,801.40. The following is the cost breakdown per account:

20-00-774255:	\$8,150.77	(\$13,400 budgeted)
30-00-774255:	\$4,499.70	(\$6,000 budgeted)
35-00-774255:	\$7,155.92	(\$9,500 budgeted)

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the Public Works Director.